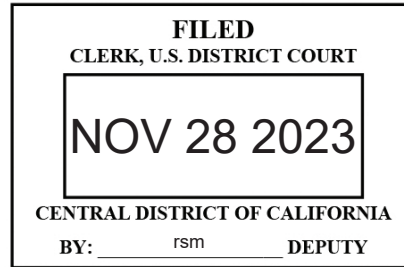


1 Name: Russell J Terry
2 Address: 1717 N Street NW STE 1
3 Washington, DC 20036
4 Phone number: 720-603-1872
5 Plaintiff in Pro Per
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9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11
12 Russell J Terry,
13 Plaintiff,

14 vs.

15 Apex Systems, LLC, AT&T, DirecTV,
16 LLC, Mehak Delawalla, Kim Chu, John
17 Goulding, Oscar Montoya, Ian
18 Hafkenschiel, Daniel Salt
19 Defendants.

Case No.: CV23-7707-FMO(JCx)
THIRD AMENDED COMPLIANT

20
21 **THIRD AMENDED COMPLIANT**

22 Plaintiff RUSSELL J TERRY ("Plaintiff") complains of Defendants APEX
23 SYSTEMS, LLC, AT&T, DIRECTV, LLC, MEHAK DELAWALLA, KIM CHU,
24 JOHN GOULDING, OSCAR MONTOYA, IAN HAFKENSCHIEL, DANIEL
25 SALT ("Defendants") and alleges as follows:
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Nature of the Cause

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1. In this civil action, filed by Plaintiff Russell J. Terry against the Defendants, the aim is to secure damages and equitable relief stemming from a series of events characterized by fraudulent misrepresentation, stalking, and harassment. The Plaintiff had been facing retaliation due to submitting reports of law enforcement misconduct, including threats, acts of violence, harassment of his family as well as interference with work and school. The Plaintiff had stopped communicating with his family because he noticed them being harassed after he submitted tips to the FBI of FBI misconduct. Since then, he was sent fraudulent emails attempting to get him to contact his parents. The week after he testified of FBI misconduct the Defendants subjected him to a coordinated campaign of intentional misrepresentation, creating a sudden alarming situation that attempted to get him to contact his parents. Central to this lawsuit is the claim that the Defendants engaged in a campaign of intentional misrepresentation. While this specific action does not purport to prove the broader pattern of retaliation, it has resulted in severe emotional distress due to its resemblance to past experiences of retaliation. These incidents as well as others were reported to the Office of Inspector General (OIG), who referred them to internal affairs at the FBI, the FBI Inspection Division.

PARTIES

2. Plaintiff: Russell J. Terry
- Defendants:
3. Apex Systems, LLC (Apex) is engaged in the business of recruitment and job placement with headquarters in Virginia and maintains a registered agent in California.

- 1 4. Mehak Delawalla, at the time of the incident, was a Recruiter at Apex
2 Systems in Los Angeles, California.
- 3 5. Kim Chu, at the time of the incident, was an Account Manager at Apex
4 Systems in California.
- 5 6. AT&T is a multinational telecommunications conglomerate with a
6 prominent presence in the telecommunications and entertainment industries.
7 AT&T offers a wide range of services, including wireless communication,
8 internet, and television broadcasting.
- 9 7. DirecTV, LLC, (DirecTV) a subsidiary of AT&T, operates as a leading
10 satellite television provider, delivering a variety of programming to
11 subscribers across the country.
- 12 8. Oscar Montoya, at the time of the incident, was the Senior Principal
13 Software Engineer / Architect / Team Lead at AT&T / DirecTV.
- 14 9. Ian Hafkenschiel, at the time of the incident, was a Senior React Native
15 Developer for DirecTV.
- 16 10. Daniel Salt, who goes by the name of Daniel Morales, at the time of the
17 incident, was a Software Engineer at AT&T.
- 18 11. John Goulding informed the Plaintiff he was a DirecTV employee.

20 **Jurisdiction**

- 21 12. This Court has subject matter jurisdiction over this action pursuant to 28
22 U.S.C. § 1332, as there is complete diversity of citizenship among the
23 parties and the amount in controversy exceeds \$75,000, exclusive of interest
24 and costs.
- 25 13. Personal jurisdiction over the defendants is proper in this district as they
26 conduct substantial business activities within this jurisdiction. Specifically,
27 the defendants operate and conduct business activities in Los Angeles,
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1 California and have registered agents for service of process within this state.
2 Despite Daniel Salt residing in Florida, this court has personal jurisdiction
3 over him under the 14th Amendment S1.7.1.4 Minimum Contact
4 Requirements for Personal Jurisdiction due to his employment at the time of
5 the incident at AT&T and DirecTV 2240 E. Imperial Hwy, El Segundo, CA
6 90245, and its relevance to the claims as he had an effect on the California
7 companies that he represented.

8 14.Diversity Jurisdiction, pursuant to 28 U.S.C. § 1332, this Court has
9 jurisdiction over the present matter due to the existence of diversity of
10 citizenship between the plaintiff and the defendants. The plaintiff is a citizen
11 of the United States and is residing in Brazil as a permanent resident. The
12 defendants Apex Systems and AT&T / DirecTV have operations in Los
13 Angeles, California. Defendants Mehak Delawalla, Kim Chu, Oscar
14 Montoya, Ian Hafkenschiel, and John Goulding are citizens of California
15 and defendant Daniel Salt is a citizen of Florida.

16 15.The amount in controversy exceeds \$75,000, exclusive of interest and costs.
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18 Venue

19 16.Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), as a
20 substantial part of the events giving rise to the claims alleged in this
21 complaint occurred within this district. Additionally, a defendant resides in
22 this district.

23 Statement of Facts

24 Report of Law Enforcement Misconduct and Subsequent Actions:

25 17.The Plaintiff reported law enforcement misconduct, leading to a pattern of
26 retaliation targeted at him, his family and his employment.
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1 18.The Office of Inspection General (OIG) at the Department of Justice referred
2 the Plaintiff's complaint to the FBI's Inspection Division in June 2022,
3 (Exhibit A). While the FBI Inspection Division took action, they couldn't
4 disclose specific details due to policy.

5 19.The Plaintiff reported an administrative claim of related incidents involving
6 fraud, threats, violence and stalking that is currently being reviewed.

7 **Validation of the Complaint:**

8 20.Both the OIG and FBI Inspection Division showing interest in the Plaintiff's
9 complaints shows the matters are credible and being taken seriously.

10 **Acts of Retaliation reported in the Complaints:**

11 21.As a result of the Plaintiff submitting complaints of law enforcement
12 misconduct, between 2020 to 2022, the Plaintiff experienced distressing
13 incidents, including threats, stalking, interference with work and school, and
14 harassment of his family.

15 22.The Plaintiff observed his family's fear, frustration, and distress during
16 Zoom calls following his reports of misconduct, prompting him to refrain
17 from contacting his family to prevent further harassment, and heightening
18 his anxiety pertaining to communication with his family, especially with his
19 mother who was suffering from health issues due to having a brain tumor
20 removed.

21 23.December 20, 2020, the Plaintiff was harassed as a result of submitting law
22 enforcement misconduct complaints and gathering additional information to
23 include in his complaints. He was followed and there was an attempt to hit
24 him with a vehicle.

25 24.In February 2021, the DOJ Civil Rights Division emailed the Plaintiff that
26 they were going to contact him to get more details of the situation.
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1 25.The Plaintiff submitted another complaint to DOJ on May 12, 2021.

2 26.On May 20, 2021, the Plaintiff was drugged and robbed in his apartment,
3 only the Plaintiff's electronic devices were stolen, and an email erased. The
4 Plaintiff's money and other items of value were not targeted. Based on
5 belief the robbery was retaliation for submitting the complaint to the DOJ
6 and to destroy evidence.

7 27.In August 2021, before testifying about the robbery the Plaintiff
8 unexpectedly lost his software developer job.

9 28.On September 8, 2021, the Plaintiff testified of harassment by law
10 enforcement agents that originated in Los Angeles, California at the criminal
11 proceedings of the robbery.

12 29.Prior to the Office of Inspector General (OIG) and Internal Affairs at the FBI
13 getting involved in 2022, there was a clear pattern of retaliation after the
14 Plaintiff reported law enforcement misconduct.

15 30.In August 2020 the Plaintiff informed his parents that he would stop
16 contacting them to prevent them from being harassed. Immediately
17 thereafter the Plaintiff began receiving fraudulent emails of false alarms
18 attempting to get him to contact his parents.

19 31.Below details a series of intentional misrepresentations committed by the
20 Defendants, ultimately creating a scenario of emotional distress that attempts
21 to coerce the Plaintiff to contact his parents.

22 32.The Plaintiff views these actions by the Defendants as resembling past
23 retaliatory tactics he experienced, particularly in their method of creating
24 false alarms to induce contact with his family.

25
26 **Apex and AT&T / DirecTV**
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33. On September 15, 2021, Defendant Mehak Delawalla, who is a recruiter at Apex, reached out to the Plaintiff stating that she had come across the Plaintiff's resume and believed he would be a fit for the remote React Native developer position at AT&T, as evidenced in (Exhibit B). However, the Plaintiff had never applied for a position with Apex Systems, LLC.

34. The job description specifically mentioned proficiency in JavaScript programming language and knowledge of You.I. The Plaintiff had recently finished a project using You.I, therefore he thought he would be a good fit for the position.

35. Prior to the interview, the Plaintiff completed a take-home test to prove he had the required skills to perform the job. The take-home test shown in exhibit (Exhibit C).

36. The Plaintiff completed the test in React Native and decided not to complete the bonus task which required coding in programming languages, Kotlin or Objective C, programming languages unfamiliar to the Plaintiff and not required for the position.

37. Mehak conveyed AT&T/DirecTV interest in interviewing the Plaintiff, she scheduled the interview and subsequently emailed interview details, as seen in (Exhibit D). Including a link to the interview at <https://attcorp.webex.com/meet/om951c>, the interviewers and their LinkedIn profiles:

- Oscar Montoya <https://www.linkedin.com/in/oscarmontoya/>
- Ian <https://www.linkedin.com/in/ihafkenschiel/>
- Daniel Morales <https://www.linkedin.com/in/daniel-morales-s96/>
- Gagandeep Brar

38. The email also mentioned what to expect during the interview:

- React native questions
- React/javascript (redux)
- Going over the code you sent over
- Will ask about your video experience

39. Additionally, Mehak provided the Plaintiff with Apex System's Career Resource information to help prepare for the interview, as shown in (Exhibit E). The Plaintiff was never invited to create an account on the Apex Systems client portal.

40. The Plaintiff logged into the interview link about fifteen minutes prior to its scheduled start time. When he entered, a man glared at him with a deceitful grin and did not say anything. The Plaintiff, initially under the impression that he logged in too early began disconnecting, as he was disconnecting someone made a comment, that the Plaintiff arrived early but they could start the interview.

41. Upon rejoining the interview link, the man with the deceitful grin was not part of the interview.

42. The interviewers were AT&T / DirecTV employees Oscar Montoya, Ian Hafkenschiel, Daniel Salt, and Gagandeep Brar. The interview lasted about an hour and a half.

43. To the Plaintiff's surprise, Oscar changed the skills required for the job, mentioning the preference for developers with knowledge of other programming languages. Leaving the Plaintiff confused as to why he was interviewed for the position.

44. After the interview, shown in (Exhibit F), the Plaintiff informed Mehak that Oscar was looking for a candidate with knowledge of other programming languages and asked her to inform him of any jobs that matched his skill set.

1 45. By phone, Mehak convinced the Plaintiff that Oscar liked him and wanted to
2 hire him if he showed he could apply other programming languages to the
3 take-home test.

4 46. On September 22, the Plaintiff revised the take-home test as Oscar
5 requested, incorporating Kotlin—a programming language not mentioned in
6 the job description.

7 47. On September 23, also (Exhibit F), Mehak relayed that both Ian and Oscar
8 were attempting to review the updated code. Then later that day, Mehak
9 communicated that they had one more request for the take home test.

10 48. The updated take-home test was considerably more extensive than the
11 original, displayed in (Exhibit G). The additions could be programmed in
12 JavaScript and React.

13 49. Motivated by the prospect of landing the job, the Plaintiff diligently
14 addressed the changes over the subsequent days, finalizing and submitting
15 the assignment by September 27.

16 50. Unexpectedly, on September 28, (Exhibit I), Mehak introduced another
17 modification: the creation of an iOS version of the app, a requirement
18 neither in the job description nor in the updated take-home test requirements.
19 iOS is a completely different programming language.

20 51. In response, the Plaintiff incorporated elements to make the app iOS
21 compatible. However, he notified Mehak of his limitations in completing the
22 task fully, as it necessitated a Mac computer, which he did not possess.

23 52. The next day, September 29, (Exhibit J), Mehak conveyed Oscar's
24 dissatisfaction, indicating a desire for more sections of the code to utilize
25 programming languages other than JavaScript, languages not included in the
26 job description.
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1 53.Determined to meet the evolving requirements, the Plaintiff conducted
2 research to address Oscar's latest feedback, delivering the updated project by
3 September 30.

4 54.On September 30, 2021, Mehak informed the Plaintiff he was going to get a
5 job offer and requested his social security number and address as a formality
6 to include on the contract. The Plaintiff provided his social security number
7 by phone and parent's address in response to Mehak's email shown in
8 (Exhibit K).

9 55.(Exhibit L), Mehak emailed the Plaintiff an offer letter, indicating, "offer is
10 contingent upon your acceptance and signature of the Apex Systems
11 Contract Employee Agreement (copy enclosed) and any other lawful
12 requirements specified by AT&T/DirecTV, such as employment verification,
13 security clearances, drug testing."

14 56.(Exhibit M), On October 1, 2021, Mehak emails the Plaintiff informing him
15 that the contract and background check have been launched. She also
16 informed him that although the position was remote, he would have to reside
17 within the United States to fulfill the role.

18 57.On October 3, (Exhibit N) shows that Mehak emailed a "Confidentiality and
19 Invention Agreement." The agreement seems to be a printout from the Apex
20 System portal, where a user was logged in, and it displayed the message,
21 "Welcome Russell Terry Terry." The top left corner of the document
22 indicates that both sections of the logged-in user, namely "Profile" and
23 "Important Documents," were completed. There is a box, that indicates,
24 "Insert name of AT&T company that worker will be doing work for:" Which
25 Mehak instructed the Plaintiff to write "DirecTV" in the designated box on
26 the form, as indicated in the email (Exhibit N).
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1 58. The bottom of the agreement contains the Plaintiff's social security number
2 and his parent's address that was provided to Mehak. The last line in the
3 agreement says, "I have read, understand and agree to abide by this
4 Agreement". The bottom of the printout shows buttons "Previous", "Next"
5 and "Save". Buttons that indicate if the user were logged into the portal,
6 they could virtually confirm receipt of the document and review other
7 documents. The top left of the document shows that both the Profile and
8 Important Documents sections were completed under the Plaintiff's name.

9 59. The Plaintiff did not sign and return the Offer letter or Confidentiality and
10 Invention Agreement.

11 60. In Exhibit M, Mehak informs the Plaintiff that the contract and background
12 report were launched. However, since the Plaintiff was never given access
13 to the portal, he would have never been able to receive a contract if one were
14 sent.

15 61. On October 8, Mehak reached out to the Plaintiff by email (Exhibit O) and
16 Skype shown in (Exhibit P), inquiring about a possible start date. However,
17 the Plaintiff did not respond.

18 62. On October 11, 2021, (Exhibit P) on Skype, Mehak informed the Plaintiff
19 that DirecTV sent a laptop to the Arizona address, even though she had told
20 them to hold off on sending it. This marked the first time anything was
21 mentioned about DirecTV supplying a laptop for the position.

22 63. In (Exhibit Q), Mehak provided the Fed Ex tracking number of the package
23 that was shipped from Defendant John Goulding to the Plaintiff's parent's
24 address.

25 64. On October 12th, the Plaintiff questions Mehak in (Exhibit Q) if AT&T
26 would ship a laptop without requiring a signature. Mehak, confirms that
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28

1 they did. The Plaintiff suggests having the shipping company pick up the
2 laptop where they left it.

3 65. Mehak then began to pressure the Plaintiff to contact his parents or someone
4 in the neighborhood. She responds as if arranging for the shipping company
5 to pick up the package was an inconvenience, saying, "Ok will take time to
6 get that requested..."

7 66. That's when the Plaintiff realized that the entire interview process and job
8 offer were interconnected with prior acts of retaliation aimed at harassing the
9 Plaintiff, his family and disrupting his employment. The Plaintiff was forced
10 to help Mehak get the laptop shipped back, because he realized the interview
11 process and job offer were fraudulent with the intent to harass him and his
12 family. Therefore, his parents' well-being and safety was at risk, as they
13 could be subject to harassment until the laptop was returned.

14 67. Then the Plaintiff received messages from John Goulding at DirecTV,
15 requesting a call ASAP, shown (Exhibit R).

16 68. Subsequently, Kim Chu from Apex Systems got involved, she identified
17 herself as the Account Manager at Apex Systems for DirecTV. Emails
18 exchanged between her and the Plaintiff are displayed in (Exhibit S). Kim
19 stated she needed to speak directly with the Plaintiff and requested
20 clarification regarding the address to which the laptop was shipped.

21 69. Mehak claimed they would have to email a shipping label to have the laptop
22 returned. The Plaintiff understood he had been set up over the previous
23 three weeks and Mehak Delawalla, John Goulding and Kim Chu were
24 suddenly pressuring him to contact his parent directly, which he knew would
25 result in law enforcement harassing his parents as they had done previously.
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1 Therefore, he provided his mother's email address so Kim could email her
2 directly and have the laptop returned.

3 70. (Exhibit S) Kim Chu replies to the email, attempting to get the Plaintiff to
4 contact his mother directly by pretending to be confused, commenting,
5 "Loujuana has the laptop I believe, but we need it shipped back. Please assist
6 with that. Do you have a phone number? Is that address your residence?"

7 71. The Plaintiff, being pressured to assist them out of concern for his family's
8 well-being and in fear of directly contacting his parents, decided to share his
9 mother's phone number with Kim Chu. This was done to allow her to
10 facilitate the return of the package without contacting them directly.

11 72. However, Kim continued to pressure the Plaintiff to contact his mother. She
12 even went as far as commenting (Exhibit S), "Is this your neighbor? Can you
13 please help contact them as well? She opened the package yesterday and
14 seemed confused."

15 73. Kim then included in the email, "Mehak – have you tried reaching
16 Loujuana?", letting the Plaintiff know they were both contacting and
17 harassing his mother.

18 74. In response, the Plaintiff expressed frustration and anger, attempting to put
19 an end to the harassment directed at his elderly mother. He pointed out that
20 she is old and has health issues, and questioned what additional information
21 Kim would need to email a shipping label.

22 75. Kim continued to attempt to get the Plaintiff to contact his mother, by
23 pretending she could not communicate with the Plaintiff's mother, informing
24 the Plaintiff that his mother needs to seal the package.

25 76. (Exhibit S) Mehak makes another attempt to get the Plaintiff to contact his
26 mother, by asking what is the best window to schedule the pickup.
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1 77.(Exhibit T and attachment Exhibit U), Mehak emails a UPS Shipping label
2 to pickup the package and return it to John Goulding at AT&T, 2240 E.
3 IMPERIAL HWY, EL SEGUNDO CA 90245.

4 **78.Fraud, Violations of Federal and State Hiring Policies:**

5 The fact that the Plaintiff was never granted access to the Apex client portal
6 for receiving, signing, and submitting the necessary documents required by
7 federal and state laws for hiring employees strongly suggests that there was
8 no intent to hire him. Otherwise, Apex, AT&T, and DirecTV would have
9 potentially been in violation of federal and state hiring policies.

10 79.(Exhibit N) displays the "Confidentiality and Invention Agreement,"
11 showing the Plaintiff's name logged into the Apex Systems portal. It reveals
12 that the "Profile" and "Important Documents" sections were completed. At
13 the bottom of the page, the Plaintiff's social security number and address,
14 provided to Mehak for inclusion in the contract, are visible. Buttons labeled
15 "Previous," "Next," and "Save" at the bottom of the page indicate that a
16 virtual signature and confirmation within the portal were intended to
17 complete the required documents for the hiring process.

18 80.This evidence substantiates Mehak's involvement in creating a fraudulent
19 profile for the Plaintiff on the Apex portal using his personal information
20 and completing apparent documents required by law in the "Important
21 Documents" section.

22 81.In an email sent on September 30 (Exhibit M), Mehak writes, "Let me know
23 if you haven't gotten the contract or BG check!" Since the Plaintiff did not
24 have access to the portal, there was no way for him to receive the
25 background check or contract, and if Apex conducted a background check, it
26 was done without the Plaintiff's consent.
27
28

1 82. According to the Fair Credit Reporting Act (FCRA) for running background
2 checks, an employer must make a clear and conspicuous written disclosure
3 to an applicant or employee and obtain their prior written authorization
4 before acquiring a consumer report.

5 83. Based off information and belief, the Federal and State required forms
6 would have been available on the portal along with completing other
7 required documents such as the I-9 form.

8 84. According to the Department of Homeland Security, U.S. Citizenship and
9 Immigration Services. Employment Eligibility Verification requires all U.S.
10 employers must properly complete Form I-9 for every individual they hire
11 for employment in the United States. The Plaintiff was never presented with
12 an I-9 form and Apex did not request any documentation to complete the I-9.

13 85. Furthermore, the Offer letter in (Exhibit L) also appears to be fraudulent as it
14 was sent as a Word document susceptible to modification, the last sentences
15 of the first and second paragraphs have grammatical errors.

16 86. A video available at <https://www.youtube.com/watch?v=cLtjanesY8s&t=9s>
17 demonstrates how Apex Systems utilizes the platform. Tiffany Woolwine,
18 Training and Development Specialist at Apex Systems, informs that all new
19 recruits and recruiters have their own login to the platform for training and
20 compliance document completion.

21 87. Based on information and belief, Ian Hafkenschiel and Daniel Salt who were
22 part of the development team and hired by Apex, had access to the portal and
23 completed all required state and federal forms prior to being shipped a
24 laptop.
25

26 **Unlikelihood of DirecTV sending a Company Laptop:**
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1 88. Given that the Plaintiff did not complete any steps in the hiring process, nor
2 did he receive a contract, it is reasonable to believe AT&T / DirecTV did not
3 receive any documentation to bring the Plaintiff onboard and therefore did
4 not order John Goulding to ship a company laptop for the React Native
5 developer position.

6 89. The offer letter in Exhibit L explicitly states, "This offer is contingent upon
7 your acceptance and signature of the Apex Systems Contract Employee
8 Agreement (copy enclosed) and any other lawful requirements specified by
9 AT&T/DirecTV, such as employment verification, security clearances, drug
10 testing." None of these steps were completed.

11 90. Shipping a laptop to an employee or contractor typically necessitates signed
12 paperwork, not only from the Plaintiff but also from various staff members
13 within DirecTV. This includes a hiring manager, an administrator for
14 downloading proprietary software, a project manager for software required
15 for the position, as well as personnel from supply and shipping.

16 91. Therefore, it is believed that John Goulding never received any AT&T
17 internal paperwork to ship the laptop, nor did he receive the address the
18 Plaintiff provided to Mehak through normal business circumstances. Mehak
19 Delawalla's claim in Exhibit P, stating that DirecTV sent a laptop despite
20 Apex Systems instructing them to hold off, is deceptive.

21 92. This suggests that John Goulding and Kim Chu conspired with Mehak to
22 deceive the Plaintiff regarding a valid shipment of a DirecTV company
23 laptop.
24

25 **Intentional Misrepresentation since the Initial Contact:**

26 93. Ian Hafkenschiel and Daniel Salt's LinkedIn profiles (Exhibit V) reveal the
27 technologies used in their project, including the JavaScript programming
28

1 language, along with the utilization of React and Angular frameworks, and
2 video technologies such as DTV Everywhere, DTV Stream, and Tizan.

3 94. These project summaries in (Exhibit V) differ significantly from the skills
4 that Mehak Delawalla emailed to the Plaintiff in (Exhibit B). Required skills
5 in her email closely resembled the Plaintiff's resume, which led him to
6 believe that Apex reached out to him based on his experience.

7 95. Apex, the professional recruiting company, should have been well
8 acquainted with the skills required by their client, AT&T/DirecTV, given
9 their prior recruitment of Ian and Daniel for the project.

10 96. It becomes apparent that intentional misrepresentation occurred right from
11 the start, as exemplified by Mehak's email sending job requirements that
12 aligned with the Plaintiff's resume rather than the qualifications necessary
13 for the React Native position.

14 97. Furthermore, as the interview process progressed, Oscar Montoya and
15 Mehak Delawalla unexpectedly demanded that the Plaintiff prove his
16 proficiency in iOS coding languages Objective C and Kotlin. These
17 languages were neither used in the project nor within the skillsets of Ian
18 Hafkenschiel or Daniel Salt.

19 98. This stark contrast between actual technologies used in the project, the ones
20 Mehak initially mentioned to the Plaintiff and the ones he was tested on
21 underscores the lack of genuine intent to assess his qualifications and reveal
22 a pattern of manipulation and deception during the interview process.

23 **Deception leading to Emotional Distress:**

24 99. For almost a month, employees of well-respected companies engaged in a
25 lengthy deception that deeply distressed the Plaintiff. Initially, he believed he
26 was genuinely pursuing an ideal job opportunity, earnestly striving to meet
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1 their ever-shifting demands. However, the harsh reality later emerged that
 2 their true intent was to inflict emotional distress on the Plaintiff and his
 3 family. This intensified the Plaintiff's emotional distress as he had stopped
 4 contacting his family the previous year upon witnessing them being harassed
 5 immediately after he reported law enforcement misconduct.

6 100. Consequently, the Plaintiff has experienced overwhelming emotional
 7 distress and severe anxiety, impacting both his job search efforts and his
 8 ability to maintain contact with his parents.

9 101. This distressing situation is believed to have been arranged as
 10 retaliation for the Plaintiff's testimony about law enforcement misconduct on
 11 September 8th, 2021. As it shares similar characteristics targeting the
 12 Plaintiff, his family and pursuit of employment.
 13

14 CAUSES OF ACTION

15 Count I: Fraud and Misrepresentation

16 102. The Plaintiff incorporates by reference each of the allegations in all
 17 prior paragraphs in this complaint.
 18

19 103. This cause of action is centered on a pattern of deceptive conduct
 20 perpetrated by Defendants Mehak Delawalla, Kim Chu, Oscar Montoya, Ian
 21 Hafkenschiel, and Daniel Salt, involving a series of false representations and
 22 misleading actions intended to deceive the Plaintiff. Pursuant to California
 23 Civil Code Section 1710, which defines actual fraud. The intentional
 24 misrepresentations were made orally, in writing and by nonverbal conduct.
 25

26 104. **Series of false and misleading acts and statements by the**
 27 **Defendants that they knew were false:**
 28

1 105. **Deceptive Job Opportunity:** Defendant Apex Systems, a services
2 firm that hires temporary employees to provide services to its clients,
3 thoroughly knows all the required skills and details of the job opportunities
4 they present to potential employees. However, recruiter Mehak Delewalla,
5 with emails and phone calls, intentionally made false representations that the
6 Plaintiff was a good fit for a remote React Native Developer position with
7 AT&T / DirecTV, based on his experience.

8 106. The job description, as shown in Exhibit B, mentions required skills
9 including familiarity with You.I and Xcode. This was an intentional
10 misrepresentation of the React Native Developer position. The technologies
11 used in this project are showcased in Exhibits V on Daniel Salt and Ian
12 Hafkenschiel's LinkedIn profiles. The project that they worked did not
13 involve You.I, and it was not an iOS project requiring Xcode. In fact, the job
14 description emailed by Mehak does not mention many of the technologies
15 the Defendants displayed on their LinkedIn profiles for this position
16 including Angular, DTV Everywhere, DTV Stream, and Tizan.

17 107. Defendant Apex and Mehak Delawalla, as professional recruiters, had
18 the responsibility to be well-informed about the job requirements and to
19 identify suitable candidates who could meet those requirements. They were
20 already familiar with the job requirements because they had previously
21 recruited at least two candidates, Defendants Ian and Daniel, for the same
22 team.

23 108. Mehak intentionally and knowingly misled the Plaintiff by sending a
24 job description of the React Native developer position that reflected his
25 resume, not the actual technologies used in the project according to
26 27
28

1 Defendants Ian and Daniel. This deceived the Plaintiff to believe he was a
2 great fit for the position.

3 109. The Plaintiff's decision to engage in the interview process was
4 influenced by Mehak Delawalla's deliberate misrepresentation of the job
5 requirements. Had Mehak initially informed the Plaintiff of iOS and Angular
6 proficiency, the Plaintiff would not have responded to her initial email.

7 110. This led to a deceptive interview process.

8 111. **Deceitful Interview:** Defendants AT&T / DirecTV, through their
9 employees Oscar Montoya, Ian Hafkenschiel, and Daniel Salt engaged in a
10 deceitful interview that lasted well over an hour, creating a false impression
11 that the Plaintiff was genuinely being considered for the position.

12 112. During the interview, Oscar Montoya began to modify the job
13 requirements to require proficiency in iOS coding languages such as
14 Objective C and Kotlin. These requests are evident in the take-home tests, as
15 shown in (Exhibits C and G), and in emails (Exhibit I), where Mehak
16 requested the Plaintiff to rebuild the take-home test in iOS. Additionally,
17 (Exhibit J) an email sent from Mehak, with comments from Oscar,
18 requesting the Plaintiff to complete the take-home test in iOS.

19 113. However, as demonstrated by (Exhibits V), neither iOS, Kotlin, nor
20 Objective C were used in the project nor are they within Ian Hafkenschiel,
21 and Daniel Salt's skillsets.

22 114. Defendants Oscar Montoya, Ian Hafkenschiel, and Daniel Salt
23 suppressed information as they knew they were not conducting a legitimate
24 interview for the React Native developer position.

25 115. The Plaintiff called AT&T regarding the fraud, the attendant said they
26 did not have an Oscar Montoya that worked there, but they did have Ian
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1 Hafkenschiel who was contracted through Apex Systems. Based off this
2 phone call the Plaintiff believes Defendants intentionally misrepresented
3 Oscar as being the lead developer of the project.

4 116. They intended for the Plaintiff to believe he was participating in a real
5 interview for the React Native Developer position, based on the duration and
6 their participation in the interview. At the time, the Plaintiff believed he had
7 participated in a genuine interview, therefore, he continued with the
8 interview process.

9 117. **Deceitful Requirements:** After the initial interview, from September
10 21 to the 30th, Defendants Mehak Delawalla and Oscar Montoya continued
11 to manipulate and deceive the Plaintiff. They intentionally misrepresented
12 that he would have to demonstrate his coding abilities in iOS, providing
13 false encouragement that he was on the verge of securing the position.

14 118. The Plaintiff, desperate for employment relied on these false
15 statements by working hard to learn to code in iOS and by updating the take
16 home assignment three additional times.

17 119. The Defendants exploited their positions at reputable companies to
18 take advantage of the Plaintiff's desperation for gainful employment by
19 pushing him hard to apply new coding languages with no intention of
20 offering him a position.

21 120. **Deceived the Plaintiff to Provide Private Information:** Mehak
22 Delawalla, Oscar Montoya, Ian Hafkenschiel, and Daniel Salt deceptively
23 presented the Plaintiff with what appeared to be a legitimate interview
24 process for the React Native Developer position.

25 121. They intended the Plaintiff rely on their statements by updating the
26 take-home test and giving him additional opportunities to prove his ability.
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1 The Plaintiff stuck with the process because he relied on their statements and
2 emails.

3 122. Consequently, on September 30th, when Mehak Delawalla
4 intentionally misrepresented that they would be offering the Plaintiff the
5 React Native job and requested his personal information, he readily provided
6 it, believing he had successfully passed the interview. Mehak Delawalla told
7 the Plaintiff on the phone to provide an address just to put on the contract.
8 He shared his social security number over the phone and disclosed his
9 parent's address, as detailed in (Exhibit K).

10 123. As a result of the Plaintiff's reliance on the interview process and
11 Mehak's claim they would offer him a job, he provided Defendant Mehak
12 Delawalla his private information.

13 124. **Deceived Plaintiff he would receive a Contract:** Defendant Mehak
14 Delawalla intentionally deceived the Plaintiff to believe that he would
15 receive a contract by providing his personal information. In the email titled
16 'Contract and BG check have been launched,' as presented in (Exhibit M),
17 Defendant Mehak Delawalla stated, "Let me know if you haven't gotten the
18 contract or background check."
19

20 125. Mehak Delawalla had the deliberate intention of causing the Plaintiff
21 to rely on the information she provided, even though she knew it would not
22 be possible for him to receive a contract. She had fictitiously created and
23 controlled an account under his name in the Apex portal, as evidenced in
24 (Exhibit N). This manipulation was specifically designed to mislead the
25 Plaintiff into believing he had been offered a job and that Apex was in the
26 process of initiating paperwork to bring him onboard. The Plaintiff was
27 under the believe they were moving forward with the process.
28

1 126. **Fraudulent Offer Letter:** Defendant Apex Systems, through its
2 recruiter Mehak Delawalla, based on information and belief emailed the
3 Plaintiff a fraudulent offer letter (Exhibit L). She intentionally falsely
4 represented that he was offered the position.

5 127. Upon closer examination, the offer letter in question contains not only
6 grammatical errors but also suspicious alterations. Specifically, in the
7 conclusion of the second paragraph, it is evident that the text has been
8 tampered with by the absence of the word 'and' and the omission of a period.
9 Considering that it was not possible for the Plaintiff to receive a contract,
10 along with the unprofessionalism displayed in the offer letter and the
11 improper procedures throughout the entire hiring process, it is believed that
12 Managing Director, Matthew Cheney did not offer the Plaintiff the React
13 Native developer position with AT&T/DirecTV.

14 128. Defendant Mehak Delawalla intended for the Plaintiff to believe he
15 was offered a job. At the time, the Plaintiff was excited and did not
16 recognize the errors in the offer letter, as well as the other false
17 representations.

18 129. **Fraudulent creation of Apex Account:** Mehak Delawalla emailed
19 the Plaintiff a "Confidentiality and Invention Agreement" (Exhibit N),
20 creating a false impression of a job offer and an ongoing hiring process.

21 130. Exhibit N displays the "Confidentiality and Invention Agreement"
22 with the Plaintiff's name logged into the Apex Systems portal. The "Profile"
23 and "Important Documents" sections were completed, requiring electronic
24 signatures for the Confidentiality and Invention Agreement and 'Appendix Y
25 – Agreement Regarding Non-Employment Status with AT&T.' The
26 Plaintiff's social security number and address, provided to Mehak, are
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1 visible at the bottom. Buttons labeled "Previous," "Next," and "Save"
2 indicate the intent to complete required documents for the hiring process
3 within the portal.

4 131. Mehak's Involvement: This evidence substantiates Mehak's
5 involvement in creating a fraudulent profile for the Plaintiff on the Apex
6 portal using his personal information and completing documents believed to
7 be required by law in the "Important Documents" section.

8 132. Deceptive Intent: The document was sent to the Plaintiff to deceive
9 him into believing he had been offered a job, and that required hiring
10 documents were being processed as mandated by law.

11 133. Knowledge of Fraudulent Actions: Mehak Delawalla, as a
12 professional recruiter, was well-aware that creating an account in the
13 Plaintiff's name and completing the "Profile" and "Important Documents"
14 sections is fraudulent. Such actions would put Apex in violation of federal
15 and state employment laws, including the Fair Credit Reporting Act (FCRA)
16 for background checks and Department of Homeland Security, U.S.
17 Citizenship and Immigration Services regulations for employment eligibility
18 verification.
19

20 134. Background Check Disclosure: Mehak mentions in her email in
21 Exhibit M that the background check was launched. According to the Fair
22 Credit Reporting Act (FCRA) for background checks, an employer must
23 make a clear and conspicuous written disclosure to an applicant or employee
24 and obtain their prior written authorization before acquiring a consumer
25 report, which the Plaintiff was never informed of or completed.

26 135. Missing Required Forms: Based on information and belief, the
27 Federal and State required forms, including the I-9, would have been
28

1 available on the portal along with completing other necessary documents,
2 but the Plaintiff was not presented with an I-9 form, and Apex did not
3 request any documentation to complete the I-9.

4 136. Employment Eligibility Violation: According to the Department of
5 Homeland Security, U.S. Citizenship and Immigration Services, all U.S.
6 employers must complete Form I-9 for every individual they hire for
7 employment in the United States. The Plaintiff was never provided with an
8 I-9 form, indicating a violation of this requirement.

9 137. Violation of Employment Laws: If Apex and Mehak Delawalla sent
10 paperwork to AT&T confirming the Plaintiff's employment, they would be
11 in serious violation of federal and state employment laws.

12 138. Lack of Intent to Hire: These actions demonstrate that Defendants
13 Mehak Delawalla and Apex had no intention of hiring the Plaintiff. He was
14 never going to receive a contract, and the account created was to continue
15 deceiving the Plaintiff about the onboarding process. They intended for the
16 Plaintiff to believe they were following federal and state hiring procedures
17 by the law.

18 139. At the time the Plaintiff believed they were legitimate documents for
19 the hiring process.

20 140. **Deception in shipping a DirecTV Laptop:** Defendants Apex
21 Systems, represented by Mehak Delawalla and Kim Chu, along with
22 AT&T/DirecTV employee John Goulding, were involved in two intentional
23 misrepresentations. They falsely claimed that John Goulding of
24 AT&T/DirecTV had sent a company laptop to the Plaintiff's parent's home
25 for the React Native developer position and created a false sense of urgency
26 for its return once the package arrived at its destination.
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1 141. Mehak Delawalla actively participated in this intentional
2 misrepresentation, both verbally through phone conversations and in writing,
3 as evidenced in Exhibits P, Q, and R, and described in paragraphs 62 to 77 of
4 the documentation.

5 142. John Goulding was also part of this intentional misrepresentation by
6 shipping the package from the AT&T/DirecTV facilities via Federal Express
7 and prepaying for the return of the package to himself at the same address,
8 as shown in Exhibit U. He further supported these false representations
9 through phone communications insinuating urgency, as demonstrated in
10 Exhibit R.

11 143. Kim Chu, acting as the Account Manager of AT&T/DirecTV for Apex
12 Systems, LLC, reiterated the intentional misrepresentation through emails,
13 as displayed in Exhibit S and described in paragraphs 62 to 77.

14 144. The proof that Mehak Delawalla, John Goulding, and Kim Chu knew
15 these representations were false, lies in the fact that no hiring documents
16 were completed as required by federal and state laws, a fictitious account
17 was created in the Plaintiff's name on the Apex portal, and none of the hiring
18 contingencies outlined in the offer letter (Exhibit L), including a drug test,
19 employment verification, or signed agreements, were executed. Therefore, it
20 is reasonable to assume that Apex did not forward any hiring documentation
21 to AT&T/DirecTV regarding the Plaintiff, and AT&T/DirecTV did not
22 prepare a laptop for the Plaintiff to use for the React Native developer
23 position.
24

25 145. As a result, John Goulding, under normal business circumstances
26 could not have legally obtained the Plaintiff's address and personal
27 information from Apex or internally within AT&T/DirecTV.
28

1 146. Based on available information and belief, Kim Chu, in her capacity
2 as an account manager for AT&T/DirecTV, should have had confirmation
3 regarding the Plaintiff's hiring status if it were legitimate.

4 147. **False Alarm to Return Package:** Defendants Mehak Delawalla, Kim
5 Chu and John Goulding bombarded the Plaintiff with deceitful phone
6 messages and emails pretending to be in a panic to have the laptop returned,
7 as detailed in paragraphs 62 – 77 and Exhibits P - S. This was done
8 deceitfully and intentionally creating a scenario of emotional distress for the
9 Plaintiff.

10 148. Making their deception obvious, they implied unrealistic
11 circumstances, such as AT&T sending a laptop when Apex Systems told
12 them to hold off. The laptop was sent without requiring a signature at
13 delivery. As soon as the laptop arrived at the destination, they suddenly
14 began to panic, and Mehak made no attempt to have Federal Express stop
15 the shipment or pick up the package where they left it. If Apex and DirecTV
16 had made a legitimate hire and shipped a laptop to an employee who was
17 recently hired, there would be no need to panic to have the laptop returned.

18 149. The intent was malicious and displayed when the Defendants
19 bombarded him with calls and emails, creating an alarming situation to
20 coerce the Plaintiff to communicate with his parents. Mehak Delawalla and
21 Kim Chu made multiple attempts to get the Plaintiff to contact his parents,
22 even after they were given his mother's email and phone number. They
23 continued to pretend not to be able to communicate with his mother,
24 criticizing her and displaying that they were both contacting her. John
25 Goulding intensified the situation with his attempts to contact the Plaintiff.
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150. **Intentional Misrepresentation / Induced Reliance:** Based off the aforementioned facts, the Plaintiff alleges Defendants engaged in a series of false and misleading acts and statements to induce reliance, that the Plaintiff relied on and that caused him harm as follows:

- Mehak Delawalla intentionally misrepresented the React Native position to the Plaintiff. (paragraphs 105 - 110)
- Mehak Delawalla, Oscar Montoya, Ian Hafkenschiel and Daniel Salt intentionally misrepresented they were interviewing the Plaintiff for the React Native position, the job requirements and Oscar Montoya was the project lead. (paragraphs 111 - 119)
- Mehak Delawalla intentionally misrepresented the legitimacy of the hiring process to the Plaintiff by:
 - i. Requesting his social security number over the phone
 - ii. Sending him a fake job Offer Letter
 - iii. Creating an account on the Apex portal with his information and completing the Profile and Important Document sections.
 - iv. Informing the Plaintiff to complete the Confidentiality and Invention Agreement off the portal.
 - v. Informing Apex launched the Contract and Background Check, that the Plaintiff would receive it.
 - vi. Acting as if they were following federal and state hiring procedures. (paragraphs 120 - 139)
- Mehak Delawalla and John Goulding intentionally misrepresented through their actions that Apex sent hiring paperwork to AT&T/DirecTV. DirecTV then prepared a laptop for the Plaintiff to be used for the React Native position, and John Goulding was ordered

1 to ship the laptop for the position to the Plaintiff's parent's home.
2 (paragraphs 140 - 146)

- 3 • Mehak Delawalla, John Goulding and Kim Chu intentionally
4 misrepresented that John Goulding shipped a laptop for the React
5 Native position to the Plaintiff's parent's home, after Apex told him to
6 hold off and there was an urgent need to have the laptop returned.

7 (paragraphs 140 - 149)

- 8 • Mehak Delawalla and Kim Chu intentionally misrepresented they
9 were unable to communicate with the Plaintiff's mother and needed
10 him to call her. (147 - 149)

11 **151. Plaintiff's Reliance on False Representations:** The Plaintiff

12 reasonably relied on the false representations made by Defendants Mehak
13 Delawalla, Kim Chu, John Goulding, Oscar Montoya, Ian Hafkenschiel, and
14 Daniel Salt and, in good faith, prepared for interviews, revised assignments,
15 provided his social security number and parents' address, and believed he
16 would receive a job contract. He also believed they shipped a laptop to his
17 parent's home; therefore, he provided his mother's phone number and email
18 address.
19

20 **152. The Plaintiff's reliance on the Defendants' representations was**
21 **undoubtedly a substantial factor in causing him harm.** Throughout the
22 deceptive hiring process, the Defendants Mehak Delawalla, Kim Chu, John
23 Goulding, Oscar Montoya, Ian Hafkenschiel, and Daniel Salt representing
24 highly reputable companies, deliberately misled the Plaintiff with false
25 promises of a job opportunity. They not only excited the Plaintiff with the
26 prospect of gainful employment but also compelled him to invest an
27 extensive amount of time and effort in preparing for interviews and
28

1 completing assignments. The Plaintiff, who was unemployed at the time,
2 went to great lengths to meet AT&T/DirecTV's expectations, becoming
3 emotionally and mentally invested in the process then was hit with a sudden
4 shock of realizing the Defendant had misled him and were attempting to get
5 him to contact his parents in a completely unrealistic situation.

6 **153. Harm and Damages:** The harm stems directly from the Defendants'
7 intentional and deceptive behavior. The foundation of the claim for recovery
8 is firmly rooted in the Defendants' fraudulent actions expressed in paragraph
9 150. The sudden shock of realizing that the Defendants, from well-respected
10 companies, intentionally misrepresented the opportunity over the course of
11 three weeks, leaving him in fear for the safety and well-being of his parents,
12 and intimidating his efforts to obtain gainful employment, has had a lasting
13 effect on the Plaintiff. This shocking revelation has resulted in lasting effects
14 on the Plaintiff, encompassing not only emotional turmoil but also financial
15 loss and significant harm.

16 **154. Section: Emotional Distress and Mental Anguish:** The Plaintiff has
17 experienced severe emotional distress and mental anguish due to the actions
18 of the Defendants, which include:

19 **155. Mental Anguish for Family Harassment:** The Plaintiff has suffered
20 from mental anguish, knowing that his family is being subjected to
21 harassment as a result of his situation, leading to a loss of companionship
22 from the family relationship.

23 **156. Embarrassment and Sadness:** The Plaintiff has endured
24 embarrassment and profound sadness knowing that the harassment directed
25 towards his family is connected to him, creating feelings of guilt and
26 helplessness, which has resulted in a loss of enjoyment of life.
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1 157. **Fear of Gainful Employment:** The Plaintiff experiences fear when
2 considering applying for gainful employment, as the Defendants' fraudulent
3 actions have revealed that even reputable companies are willing to engage in
4 fraudulent activities to harass him and his family, diminishing the overall
5 enjoyment of life.

6 158. **Fear of Contacting Family:** The Plaintiff remains in fear of
7 contacting his family sensing they will again become targets of harassment,
8 leading to a loss of companionship and enjoyment of family life.

9 159. **Pain and Frustration:** The Plaintiff has experienced pain and
10 frustration stemming from the knowledge that employees of reputable
11 companies have taken pleasure in leading him on and participating in the
12 harassment of both him and his family, further eroding the enjoyment of life.

13 160. **Section: Severe Emotional Distress and Psychological Impact:** The
14 Defendants' fraudulent actions have had a profound and lasting impact on
15 the Plaintiff's emotional and psychological well-being, resulting in:

16 161. **Anxiety:** The Plaintiff continues to suffer from severe anxiety as a
17 direct result of the Defendants' actions, including anxiety related to seeking
18 employment and potential future harassment, which has affected the
19 enjoyment of life.

20 162. **Depression:** The Plaintiff has experienced depression as a
21 consequence of the Defendants' conduct, which has had a detrimental effect
22 on his overall mental health and has significantly diminished the enjoyment
23 of life.

24 163. **Sense of Hopelessness:** The Plaintiff has developed a profound sense
25 of hopelessness in pursuing gainful employment due to the Defendants'
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1 actions, which has further exacerbated his emotional distress and has led to a
2 loss of enjoyment of life.

3 164. **Mental Anxiety from Intentional Harassment:** The intentional
4 harassment inflicted upon the Plaintiff and his parents by the Defendants has
5 caused severe mental anxiety, leading to ongoing emotional suffering and a
6 decreased enjoyment of life.

7 165. **Section: Economic Losses:** The Plaintiff has suffered and will
8 continue to suffer substantial economic losses as a direct consequence of the
9 Defendants' actions, including:

10 166. **Current Unemployment:** Due to the emotional distress and harm
11 caused by the Defendants, the Plaintiff has experienced a period of
12 unemployment, resulting in financial hardship and lost wages.

13 167. **Future Economic Losses:** The Plaintiff anticipates significant future
14 economic losses. This includes the loss of valuable work experience and
15 career advancement opportunities that would have been available had it not
16 been for the Defendants' fraudulent actions.

17 168. **Diminished Earning Capacity:** The Defendants' actions have
18 directly diminished the Plaintiff's earning capacity by impairing his ability to
19 secure and maintain gainful employment in his field of expertise.

20 169. **Loss of Potential Income:** The Plaintiff has suffered a loss of
21 potential income and career growth due to the adverse impact of the
22 Defendants' actions on his employment prospects and professional
23 development.

24 170. **Career Stagnation:** The Plaintiff's forced unemployment has caused
25 career stagnation, preventing him from gaining valuable skills, experiences,
26 and earning potential.
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1 171. These economic losses are a direct result of the Defendants' actions
2 and have had a profound and lasting impact on the Plaintiff's financial well-
3 being and future prospects. They should be considered when calculating the
4 total damages sought in this civil lawsuit.

5 **Count II: Common Law Intentional Infliction of Emotional Distress**

6 172. The Plaintiff incorporates by reference each of the allegations in all
7 prior paragraphs in this complaint.

8 173. **Reckless Disregard:** The defendants, including Apex Systems and its
9 employees Mehak Delawalla and Kim Chu, as well as AT&T and DirecTV
10 and their employees Oscar Montoya, Ian Hafkenschiel, Daniel Salt, and John
11 Goulding, engaged in a prolonged and orchestrated campaign of deceit that
12 showed reckless disregard for the emotional well-being of the Plaintiff, as
13 detailed in Count I.

14 174. **Intentions to Cause Distress:** The intentions of their actions were to
15 excite the Plaintiff about a potential job opportunity over the course of three
16 weeks, then they created a scenario of emotional distress when he
17 discovered the opportunity and offer were fraudulent and he was suddenly in
18 a situation where he felt they were threatening the well-being of his elderly
19 parents.
20

21 175. **Outrageous Conduct:** The Defendants consisting of six employees
22 from three different reputable companies conspiring over the course of three
23 weeks to make the Plaintiff think he was close to securing a job, only then to
24 put him in a situation of fear for his parent's safety and well-being, as well
25 as his ability to pursue employment is considered outrageous conduct.

26 176. Not only did the Defendants exhibit reckless disregard for the
27 probability that the Plaintiff would suffer emotional distress, but the
28

1 fraudulent creation of an account on Apex System's portal by Mehak
2 Delawalla to present deceptive documents to the Plaintiff, along with the
3 intentional harassment of the Plaintiff and his mother by Mehak Delawalla
4 and Kim Chu, constituted outrageous conduct by representatives from a
5 professional recruiting company.

6 177. The conduct was done intentionally to create emotional distress for
7 the Plaintiff and his family.

8 178. **Severe Emotional Distress:** The emotional distress inflicted upon the
9 Plaintiff has been severe and profound, encompassing suffering, anguish,
10 fright, nervousness, grief, anxiety, worry, shock, humiliation, and shame.
11 This severe emotional distress was not mild or brief; it has been substantial
12 and long-lasting, to the extent that he still remains in fear of contacting his
13 family and seeking gainful employment.

14 179. The defendants' deliberate targeting of the Plaintiff and his elderly
15 parents, along with the calculated and malicious nature of their actions,
16 resulted in severe emotional harm beyond what any reasonable person
17 should endure.

18 180. The Plaintiff's fear of further harassment has significantly impacted
19 his mental and emotional well-being, leading to wage losses and a reluctance
20 to seek gainful employment due to the traumatic experience inflicted upon
21 him and his family.

22 181. Furthermore, the Plaintiff continues to live in fear of contacting his
23 family, fearing that any communication may lead to further harassment,
24 demonstrating the ongoing and lasting psychological impact of the
25 defendants' actions. Harm detailed in Count I paragraphs 155 - 173.
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Count III: Conspiracy to Commit Fraud and Intentional Infliction of Emotional Distress

182. The Plaintiff reasserts and incorporates by reference all prior allegations in this complaint.

183. Definition & Overview:

184. The Defendants, in unison and with shared intent, conspired to deceive the Plaintiff and inflict emotional distress.

185. Conspiracy involves an agreement by two or more parties to commit an unlawful act. In this context, the wrongful act is fraud and Intentional Infliction of Emotional Distress.

186. Parties Involved:

187. Defendants encompass Apex Systems, LLC, AT&T, DirecTV, LLC, Mehak Delawalla, Kim Chu, John Goulding, Oscar Montoya, Ian Hafkenschiel, and Daniel Salt.

188. Collectively, they conspired with explicit intent to commit fraudulent acts causing the Plaintiff significant emotional distress and other damages.

189. Nature of Deception:

190. The nature of the deception perpetrated by the Defendants was multifaceted and deliberate, as outlined in Cause of Actions I and II. It encompassed a coordinated effort to target and capture the Plaintiff's interest by misrepresenting a job opportunity and orchestrating a deceptive interview process. Furthermore, the Plaintiff was deceived with fraudulent hiring process and documents provided by Mehak Delawalla. Then was also falsely led to believe that a laptop had been shipped to his parent's residence for the React Native developer position. However, when the laptop reached its destination, Defendants Mehak Delawalla, Kim Chu, and John Goulding

1 created a panic to have the laptop returned, pressuring the Plaintiff to contact
2 his parents. It became apparent that the entire interview and hiring process
3 was fraudulent, designed with the intention of creating a scenario of
4 emotional distress for the Plaintiff. This resulted in harassment, intimidation
5 aimed at the Plaintiff and his parents, and obstruction of his pursuit of
6 gainful employment. The Defendants' actions collectively demonstrated a
7 malicious intent to harm the Plaintiff through deceit and manipulation.

8 **191. Specific Actions by Defendants:**

9 **192.** Defendant Mehak Delawalla played a central and deliberate role in the
10 deceptive actions detailed in Cause of Action I and II, conspiring with all
11 other Defendants over nearly a month-long period. She initiated the
12 deception by intentionally misrepresenting the job opportunity and its
13 requirements to the Plaintiff. Collaborating with Oscar Montoya, Ian
14 Hafkenschiel, and Daniel Salt, she contributed to the misrepresentation of a
15 genuine interview. Later, Mehak and Oscar Montoya falsely conveyed that
16 the Plaintiff needed to demonstrate his iOS coding abilities for the position.
17 Subsequently, she provided the Plaintiff with false information about the
18 intent to hire him and obtained his social security number and address,
19 furthering the deception. During the onboarding process, Mehak Delawalla
20 created a fraudulent account on Apex's client portal using the Plaintiff's
21 information and completed the "Important Documents" section to simulate
22 legitimate hiring. She also sent the Plaintiff a fraudulent offer letter and
23 Confidentiality and Invention Agreement to create an illusion of legal
24 compliance. In a final act of deception, Defendant Mehak Delawalla
25 conspired with John Goulding and Kim Chu to fabricate a scenario of
26 urgency, claiming that AT&T/DirecTV had shipped a laptop. They then
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1 pressured the Plaintiff to contact his parents for its return. Her extensive
2 involvement throughout the entire deceptive process solidified her role as a
3 key figure in the conspiracy to deceive and harm the Plaintiff.

4 193. Oscar Montoya, Ian Hafkenschiel, and Daniel Salt collaborated with
5 Mehak Delawalla to misrepresent a genuine interview for the React Native
6 developer position.

7 194. Oscar Montoya and Mehak Delawalla then conspired to convince the
8 Plaintiff he would have to show the ability to program in Objective C or
9 Kotlin.

10 195. John Goulding conspired with Mehak Delawalla and Kim Chu falsely
11 confirming the shipment of a laptop and sudden need to pressure the
12 Plaintiff for its return. He shipped a package from the AT&T / DirecTV
13 facility insinuating it was a laptop for the React Native developer position,
14 then he prepaid for its return.

15 196. Kim Chu conspired with Mehak Delawalla and John Goulding,
16 reinforcing the purported laptop shipment narrative, and pressuring the
17 Plaintiff to contact his parents, making claims she could not communicate
18 with his mother and demonstrating that both Kim Chu and Mehak Delawalla
19 were harassing the Plaintiff's elderly mother.

20 197. **Evidence of Conspiracy:**

21 198. The conspiracy among the Defendants is inferred from the intertwined
22 nature of their deceptive acts, their professional relationships, and the
23 collective actions that were detrimental to the Plaintiff.

24 199. One act of intentional misrepresentation led to another act until they
25 were able to create a scenario of emotional distress for the Plaintiff.

26 Defendants Mehak Delawalla, Oscar Montoya, Ian Hafkenschiel, and Daniel
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Salt misled the Plaintiff into believing he was participating in a genuine interview process, which subsequently led to Mehak Delawalla's creation of fraudulent documents and false statements during the hiring process to seem believable at the time, followed by Mehak Delawalla, Kim Chu and John Goulding falsely alarming the Plaintiff they shipped a laptop which created a situation enabling them to harass the Plaintiff and his family.

200. **Intent & Motivation:**

201. The actions of the Defendants were not incidental but were executed with deliberate intent to make false representations. The Defendants actions show they were not motivated in fulfilling their work responsibilities because there was no intent to hire the Plaintiff, their intentions were to deceive the Plaintiff then subject him to a situation of severe emotional distress involving his parents, as detailed in paragraph 152.

202. These events are like other events of retaliation and harassment the Plaintiff suffered in 2020 and 2021 immediately following the reporting of corruption by law enforcement that originated in Los Angeles, California.

203. **Resultant Damages:**

204. As a direct consequence of this conspiracy, the Plaintiff endured considerable emotional suffering, manifesting as anxiety, depression, and other harms detailed in Count I paragraphs 155 - 173.

Count IV: Stalking California Civil Code 1708.7

205. The Plaintiff incorporates by reference each of the allegations in all prior paragraphs in this complaint.

206. **Pattern of Conduct with Intent to Follow, Alarm, and Harass:**

Defendants, employees of Apex Systems Mehak Delawalla and Kim Chu as well as AT&T / DirecTV employees Oscar Montoya, Ian Hafkenschiel and

1 Daniel Salt participated in an ongoing disturbing pattern of behavior with the
2 deliberate intent to distress and harass the Plaintiff, in violation of California
3 Civil Code Section 1708.7.

4 207. Prior to contact with the Defendants, similar acts were reported to the
5 FBI, Department of Justice (DOJ), US Consulate and police. These acts
6 included threats, violence and harassment targeting the Plaintiff, his family
7 members, and his pursuit of employment.

8 208. The acts of the Defendants are similar to other incidents that occurred
9 in 2020 and 2021. The Plaintiff received emails that intentionally
10 misrepresented facts attempting to alarm him to contact his parents. Which
11 began after the Plaintiff informed his parents that he would stop
12 communicating with them, so that they would not be harassed by law
13 enforcement.

14 209. As displayed in Exhibit A, the Office of Inspector General (OIG) has
15 viewed the allegations as credible. The FBI's Ethics and Integrity Program
16 Policy Directive and Policy Guide § 45.11 mandates all allegations of FBI
17 misconduct be reported to the OIG. Therefore, they are the subject matter
18 experts and have viewed the allegations as credible.

19 210. Many acts of retaliation occurred after reporting law enforcement
20 misconduct. The week prior to being contacted by Defendant Mehak
21 Delawalla the Plaintiff testified regarding law enforcement misconduct on
22 September 8, 2021.

23 211. On September 15, 2021, Mehak Delawalla a recruiter from Apex
24 Systems initiated contact with the Plaintiff, proposing a software developer
25 job that perfectly matched the Plaintiff's skill set and interests. This clearly
26 caught the Plaintiff's attention and seemed like the perfect job opportunity.
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1 Later it was discovered that the technologies listed in the job requirements
2 were not the technologies used in the actual project. Showing false
3 representation of the job to capture the Plaintiff's attention.

4 212. At the interview the team lead Oscar Montoya mentioned he had a
5 preference for developers that could code in other languages, unrelated to
6 what Mehak informed the Plaintiff was required for the position.

7 213. Due to the requirement changes at the interview, the Plaintiff was
8 under the impression he was not qualified for the position and advised
9 Mehak Delawalla to inform him of opportunities that matched his skills.

10 214. However, Mehak persisted in keeping the Plaintiff interested in the
11 position, by making false statements that Oscar wanted to hire him if he
12 could show he could code in the other programming languages requested by
13 Oscar in the take-home test.

14 215. The Plaintiff excited about the opportunity of working for AT&T /
15 DirecTV, did what it took to meet Oscar's requirements in the take-home
16 test. However, as he updated the take-home test, Mehak and Oscar
17 continued to add requirements, toying with the Plaintiff as felt he was on the
18 brink of securing the position.

19 216. Unknown to the Plaintiff at the time, he was being asked to code in
20 languages that were not used in the project and unknown by the developers
21 Ian Hafkenschiel and Daniel Salt, proving they were deceiving the Plaintiff
22 to maintain his interest in the position and were not serious about bringing
23 him onboard.

24 217. The Plaintiff was notified he would have to be in the United States to
25 be hired and never received an employment contract. The Plaintiff was
26 contacted by Mehak on October 8, 2021, but did not respond.
27
28

1 218. The Plaintiff was then forced to engage in communication with the
2 Defendants, when they alarmed him DirecTV sent a laptop to his parent's
3 home for the position even though Apex Systems told them to hold off. They
4 pretended being helpless in stopping the shipment or recovering the package
5 and bombarded the Plaintiff with messages.

6 219. The Plaintiff realized the entire situation was a fraud and was related
7 to previous acts of retaliation after reporting law enforcement misconduct.
8 The Plaintiff was forced to help them in concern for his parents' safety and
9 well-being.

10 220. Defendants continued to harass the Plaintiff as he was compelled to
11 respond to them because they involved his parents.

12 221. The combined circumstances show a sustained effort to capture the
13 Plaintiff's attention then follow, alarm and harass him with deceiving
14 circumstances that played into his interests and compelled him to respond in
15 concern for the safety and well-being of his parents.

16 222. **Instilling Credible Threat and Fear for Safety:** Due to threats of
17 violence and recent events of harassment directed at the Plaintiff and his
18 family, including an attempt to run the Plaintiff over, and a drug-induced
19 robbery. The Defendants' actions created a credible threat as a pattern of
20 conduct, evoking genuine fear for the safety of the Plaintiff's parents if he
21 did not respond.

22 223. The pattern of conduct was to make intentional misrepresentations to
23 alarm the Plaintiff to coerce him to contact his parents. The Plaintiff in fear
24 of contacting his parents realizing they were being harassed because of the
25 Plaintiff reporting corruption. Considering recent acts of violence, the
26 Plaintiff was in fear for the safety of his parents.
27
28

1 224. **Substantial Emotional Distress and Consequent Anxiety:** The
2 Plaintiff has endured significant emotional distress resulting in heightened
3 anxiety and depression due to the malicious actions of highly reputable
4 companies, AT&T, DirecTV, and Apex Systems LLC, who conspired to
5 harass him for almost a month.

6 225. The confidence, joy and empowerment displayed by Mehak
7 Delawalla, Kim Chu and Oscar Montoya in abusing their positions within
8 these reputable companies to harass the Plaintiff and his family has
9 intensified his emotional distress.

10 226. These circumstances collectively would reasonably cause emotional
11 distress to any person as detailed in Count I paragraphs 155 – 173 and Count
12 II paragraphs 180 – 183.

13 227. **Plaintiff's Communication to Stop Harassment and**
14 **Circumstances that made Immediate Demand Unsafe:**

15 228. **Complaints to stop:** After the interview with AT&T, the Plaintiff
16 explicitly informed Mehak he would seek job opportunities within his skill
17 set, shown in emails displayed on September 21st, displayed in Exhibit F.
18 However, Mehak and Oscar persisted in capturing his interests by leading
19 him to believe he was a viable candidate and close to securing the position.

20 229. Despite never receiving a contract or even having access to the Apex
21 Systems platform to receive a contract, the Defendants continued harassing
22 him by sending a laptop to his parent's address, compelling him to respond,
23 criticizing and harassing his mother and instilling fear that his parents would
24 be subject to harassment.
25

26 230. **Unsafe Circumstances:** The Defendants intentionally involved the
27 Plaintiff's parents by sending a laptop to their home. Considering the
28

1 ongoing harassment and his vulnerable position, the Plaintiff was forced to
2 communicate directly with the Defendants due to a legitimate fear of
3 escalating retaliation. At that moment, if the Plaintiff accused them of
4 harassing his parents, demanded they stop or did not assist them, the
5 situation would have gotten much worse considering the threats, harassment
6 and previous acts of violence that occurred within the past year.

7 231. In summary, the Defendants orchestrated a calculated and sustained
8 campaign to manipulate, distress, and harass the Plaintiff, impacting his
9 emotional well-being, career prospects, and family relationships.

10 **Count V: Intrusion into Private Affairs**

11 232. The Plaintiff claims that Defendants Apex Systems LLC, through its
12 recruiter Mehak Delawalla, along with DirecTV employee John Goulding,
13 violated his right to privacy.

14 233. The Plaintiff had a reasonable expectation of privacy for his personal
15 data, including his social security number, address and mother's phone
16 number, and would only provide it in absolutely necessary scenarios.

17 234. Mehak Delawalla intentionally intruded upon his privacy by
18 misleading him into believing he was going to receive a job offer and
19 contract if he provided his social security number and address.

20 235. The Plaintiff's information was used to falsify an Apex Systems
21 account under the Plaintiff's name and led him to believe he was going to be
22 presented with a contract. Exhibit N shows that both the Plaintiff's profile
23 information and the "Important Document" sections were completed by
24 someone other than the Plaintiff.
25
26
27
28

1 **236.** After the Plaintiff provided his information to Apex Systems LLC, he
2 had a reasonable expectation of privacy, assuming they would not distribute
3 it without his consent.

4 **237.** Mehak then provided the Plaintiff's private information to John
5 Goulding at DirecTV without the Plaintiff's knowledge or consent.

6 **238.** John Goulding used the address to fake the shipment of a company
7 laptop from DirecTV to create a situation of emotional distress for the
8 Plaintiff and his elderly parents.

9 **239.** Mehak Delawalla and Kim Chu claimed to need the Plaintiff to
10 contact his parents to have the laptop returned. The Plaintiff in fear if he did
11 not assist them would result in further harassment of his parents provided his
12 mother's email address.

13 **240.** Kim Chu pretended not to be able facilitate the return of the laptop
14 communicating by email, the Plaintiff felt forced to provide her phone
15 number.

16 **241.** Kim Chu and Mehak Delawalla used the phone number to display to
17 the Plaintiff they were harassing his parents.

18 **242.** This type of intrusion of data is neither common nor expected when
19 seeking employment and would be highly offensive to anyone, especially
20 when the violations of privacy come from reputable companies.

21 **243.** The Plaintiff suffered harm, as detailed in Count I paragraphs 155 –
22 173 and Count II paragraphs 180 – 183.

23 **244.** Mehak Delawalla, Kim Chu and John Goulding's conduct were
24 substantial factors in causing the Plaintiff's harm.

25
26 **Count VI: Vicarious Liability under California's Doctrine of**
27 **Respondeat Superior**
28

1 245. Plaintiff re-alleges and incorporates by reference all previous
2 paragraphs.

3 **246. Employment Relationship and Scope of Employment:** AT&T,
4 DirecTV and Apex Systems employed the individuals involved in the
5 Plaintiff's case.

6 247. Mehak Delawalla, an agent/employee of Apex Systems, initiated
7 contact with the Plaintiff regarding a remote job opportunity at AT&T,
8 clearly acting within her employment scope. During business hours, on
9 behalf of Apex Systems, she conducted official communications, including
10 arranging the interview, updating the Plaintiff on take-home test, requesting
11 his private information to include on a contract, sending the offer letter, and
12 the Confidentiality and Invention Agreement on behalf of Apex Systems.
13 Mehak Delawalla also assumed responsibility for the Plaintiff's paperwork
14 and communication within Apex and with AT&T. She claims that she
15 informed AT&T to hold off on shipping the laptop, then pressured the
16 Plaintiff to contact his parents.
17

18 248. Kim Chu, an Account Manager at Apex Systems assigned to AT&T
19 and DirecTV, also engaged in communication within the scope of her
20 employment utilizing Apex System email, she claimed to have spoken with
21 the Plaintiff's mother and put pressure on the Plaintiff to contact his mother.

22 249. AT&T / DirecTV employees and Apex Systems contractors, including
23 Oscar Montoya, Ian Hafkenschiel, and Daniel Salt, conducted interviews
24 and made representations while acting in their roles as employees and
25 contractors. These interviews occurred during business hours, utilizing an
26 AT&T conference link, and followed a clear employment framework,
27
28

1 leading the Plaintiff to believe he was participating in a legitimate interview
2 process. Oscar Montoya continuously updated the Plaintiff's take home test.

3 250. AT&T / DirecTV employee John Goulding shipped a company laptop
4 from AT&T / DirecTV to the Plaintiff's parent's home to be used for
5 employment purposes. He received communications to ship the laptop and
6 was working within the scope of his employment. He also pressured the
7 Plaintiff through messages.

8 251. **Harm or Injury:** The Plaintiff suffered harm, as detailed in Count I
9 paragraphs 155 – 173 and Count II paragraphs 180 – 183.

10 252. **Causation:** The Plaintiff's emotional distress, humiliation, and lasting
11 psychological trauma directly resulted from willful and negligent actions and
12 representations made by the Defendants' employees during the course of
13 their employment.

14 253. Employees of the Defendants, representing highly reputable
15 companies and acting within the scope of their employment, willfully and
16 negligently manipulated the Plaintiff. They led him to believe in the
17 legitimacy of the job opportunity, entangled him in a fraudulent interview
18 process, presented a job offer, solicited his social security number and
19 address based off the fraudulent job offer and ultimately created an
20 environment of intense emotional distress.

21 254. In summary, AT&T, DirecTV, and Apex Systems are vicariously liable
22 under California's Doctrine of Respondeat Superior due to their employees'
23 actions and representations made within the scope of their employment,
24 resulting in harm, emotional distress, humiliation, and lasting psychological
25 trauma, lost wages, lower future earning potential, and suffering experienced
26 by the Plaintiff.
27
28

Count VII: Negligent Infliction of Emotional Distress (NIED)

255. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

256. **Duty of Care:** Apex Systems, AT&T, and DirecTV owed a duty of care to the Plaintiff, which includes protecting private data and ensuring that their hiring and job offer process was conducted reasonably, professionally, and without causing undue emotional distress to potential employees.

257. **Breach of Duty:** The Defendants breached their duty of care by engaging in a hiring and job offer process that was deceptive, misleading, abused the Plaintiff's data privacy and ultimately was designed to induce severe emotional distress for the Plaintiff.

258. **Causation:** The actions and representations made by the Defendants directly and proximately caused the Plaintiff to suffer severe emotional distress. The Plaintiff's emotional distress was a foreseeable consequence of the Defendants' breach of duty.

259. **Severe Emotional Distress:** As a result of the Defendants' actions, the Plaintiff endured severe emotional distress as detailed in Count I paragraphs 155 – 173 and Count II paragraphs 180 – 183.

260. **Negligence in Hiring and Job Offer Process:** Apex Systems and AT&T/DirecTV acted negligently in their hiring and job offer process by:

- **Failing to Follow Employment Laws:** Defendants failed to adhere to federal and state employment laws when running background checks and sharing information without proper consent, demonstrating negligence in complying with legal requirements.
- **Failure to Provide Access to Portal:** The Plaintiff was never granted access to the Apex client portal for receiving, signing, and submitting

1 the necessary documents required by federal and state laws for hiring
2 employees, further illustrating negligence in following proper
3 procedures.

- 4 • **Background Check Violation:** The Defendants conducted background
5 checks without obtaining the Plaintiff's prior written authorization, a
6 violation of the Fair Credit Reporting Act (FCRA).
- 7 • **Form I-9 Violation:** Failure to provide the Plaintiff with an I-9 form,
8 required by the Department of Homeland Security for verifying
9 employment eligibility, constitutes negligence in compliance with
10 essential employment verification requirements.
- 11 • **Suspect Offer Letter:** The authenticity of the offer letter in Exhibit L is
12 questionable, with grammatical errors and susceptibility to
13 modification, raising doubts about its legitimacy and the Defendants'
14 commitment to lawful hiring processes.

15
16 **261. Foreseeability:** The Defendants knew or should have known that
17 their actions and representations could reasonably lead to emotional distress
18 for the Plaintiff. It was foreseeable that their deceptive conduct would cause
19 severe emotional harm.

20 **262. Damages:** As a direct result of the Defendants' negligence, the
21 Plaintiff suffered harm, as detailed in Count I paragraphs 155 – 173 and
22 Count II paragraphs 180 – 183.

23 **263. Conclusion:** Based on the aforementioned elements, the Plaintiff
24 asserts a cause of action for Negligent Infliction of Emotional Distress
25 against Apex Systems and AT&T/DirecTV. The Defendants' negligent
26 conduct in the hiring and job offer process directly led to the Plaintiff's
27
28

1 severe emotional distress and economic damages, making them liable for the
2 harm suffered.

3 **PRAYER FOR RELIEF**

4 264. WHEREFORE, Plaintiff respectfully requests that this Court grant the
5 following relief:

6 265. Compensatory damages, including economic damages of \$500,000.

7 266. Punitive damages of \$4,000,000.

8 267. Treble damages as provided by California Civil Code Section 3345.

9 268. Reasonable costs and attorneys' fees.

10 269. Prejudgment interest as allowed by law.

11 270. Postjudgment interest as allowed by law.

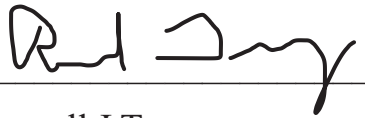
12 271. Any Other Appropriate Relief: Plaintiff reserves the right to request
13 any other appropriate relief as deemed necessary by the Court to fully
14 redress the injuries suffered.

15 **JURY DEMAND**

16 272. Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure,
17 Plaintiff hereby demands a trial by jury on all issues so triable.
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1
2 I, Russell J Terry, declare as follows: I have personal knowledge of the facts set out
3 in the foregoing Third Amended Complaint except as to those matters stated upon
4 the basis of information and belief, and if called on to testify, I would competently
5 testify as to the matters stated herein. I verify under penalty of perjury under the
6 laws of the United States of America that the factual statements in the Verified
7 Complaint concerning myself, my activities and my experiences are true and
8 correct. 28 U.S.C. item 1746.

9 Dated: November 28, 2023

10
11 A handwritten signature in black ink, appearing to read 'R. J. Terry', is written over a horizontal line.

12 Russell J Terry
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DEPARTMENT OF JUSTICE | OFFICE OF THE INSPECTOR GENERAL

June 16, 2022

Russell Terry
r2dat@yahoo.com

Dear Mr. Terry:

Thank you for your correspondence dated June 3, 2022. The U.S. Department of Justice (DOJ), Office of the Inspector General, investigates allegations of misconduct by employees and contractors of DOJ, as well as waste, fraud and abuse affecting DOJ programs and operations. After reviewing your complaint, we have determined that the matters that you raised are more appropriate for review by another office within the DOJ. Therefore, we have forwarded your correspondence to:

Federal Bureau of Investigation
Inspection Division
935 Pennsylvania Avenue, NW
Washington, DC 20535
Telephone Number: (202) 324-3000

Please direct any further correspondence regarding this matter to that office.

Of course, if you have information that involves other allegations or issues regarding DOJ employees, contractors, programs or operations, please feel free to submit that information to us.

Thank you for giving us the opportunity to review your concerns.

Sincerely,

Office of the Inspector General
Investigations Division

From Mehak Delawalla <mdelawalla@apexsystems.com>
To surfsol@protonmail.com
Date Wednesday, September 15th, 2021 at 12:02 AM

Hi!

My name is Mehak and I am a recruiter with Apex Systems. I came across your resume and have a REMOTE opportunity for you that could be a fit! Please see the details below and let me know if you are interested!

React Native Opening with AT&T supporting a new team that supports the streaming platforms! REMOTE after Covid!

Job Description:

Skills

- Firm grasp of the JavaScript
- Knowledge of functional / object-oriented programming.
- Ability to write well-documented, clean Javascript code.
- Rock solid at working with third-party dependencies and debugging dependency conflicts.
- Familiarity with native build tools, like Xcode, Gradle (Android Studio/ IntelliJ).
- Familiarity with You.I.
- Understanding of REST APIs, the document request model, and offline storage

https://mail.proton.me/u/2/almost-all-mail/E-Sq6ATsUw8sm7QcU3VVaO9MILT2_jnKyspl5baWwWICGIoNWKLydPHZ3c08TLT0uw9CDXAvs2mtFkkdyeKKfw==/i9bKic--ayXuqIORwJUfMQpOG5CKKjeY... 1/3

10/31/23, 8:29 PM (10025) All mail | surfsol@protonmail.com | Proton Mail

- Experience with automated testing suites, like (Jest / Mocha)
- 2+ years of software development experience; minimum of 1 year of ReactNative experience.
- Deep understanding of React and its core principles.
- Strong proficiency in JavaScript.
- Experiencing with React workflows (i.e. Flux, Redux).
- Strong ability to lead and mentor engineers. Great communication skills. Comfortable writing technical specs to document and explain ideas, story writing, etc.
- Highly product-oriented, analytical, and deep thinker.
- Experience working in a rapid, Agile environment.
- Have Github project(s) and open source contributions.
- Have worked in a Test Driven Development (TDD) environment before.
- Have Continuous Integration And Continuous Delivery (CI/CD) experience in an Agile Environment.

Mehak Delawalla | Professional Recruiter

Apex Systems

Mobile: 310-382-0855 | Office: 310-421-2384

mdelawalla@apexsystems.com | www.apexsystems.com | [Privacy Policy](#)



▶ Learn more about what sets us apart in the industry in our [Year in Review](#)

Connect with me on [LinkedIn](#)

Applicant Take-home Test for DirecTV Disrupters' Team

Create a simple REST API consuming frontend with a menu list of videos to stream and when you click one, it shows a streaming video player with controls and a back button to go back to the menu page.

Do this in the framework you know best of the following: React Native, Kotlin, and/or Swift/Objective-C. If using React Native, use React Navigation v6 for switching pages and Flexbox for layout.

Bonus points if you can build part of it in Kotlin or Objective C and write a bridge to make it work in React Native.

Use the Youtube Streaming Video API for content:

<https://developers.google.com/youtube/v3/live/getting-started>

To submit your code, either upload it to a PRIVATE BitBucket repo and add ih143f@us.att.com and oscar.montoya@directv.com with Read Access or email it in a zip file to your recruiter to share with us (do not include your node modules folder).

React Native Interview with DirecTV

From Mehak Delawalla <mdelawalla@apexsystems.com>

To surfsol@protonmail.com

Date Monday, September 20th, 2021 at 5:42 PM

Date and Time: 9/21/2021 at 2 PM MT

Link: <https://attcorp.webex.com/meet/om951c>

-Make sure to download webex and that audio and video is working

Who:

-Oscar Montoya <https://www.linkedin.com/in/oscarmontoya/>

-Ian <https://www.linkedin.com/in/ihafkenschiel/>

-Daniel Morales <https://www.linkedin.com/in/daniel-morales-s96/>

-Gagandeep Brar

What to expect:

-React native questions

-React/javascript (redux)

-Going over the code you sent over

-Will ask about your video experience

This e-mail communication (including any attachments) may contain confidential information intended solely for the use of the intended recipient. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying or other use of this communication (or its attachments) is strictly prohibited.

2.43 KB 1 file attached

calendar.ics 2.43 KB

Exhibit D
page 54

7/25/23, 11:25 AM (9806) All mail | surfsql@protonmail.com | Proton Mail

Check out these Resources from Apex!

From Mehak Deltawalla <mdeltawalla@apexsystems.com>

To surfsql@protonmail.com

Date Tuesday, September 21st, 2021 at 10:00 AM



We want to ensure you're aware of all of our Career, Job Search and Interview Preparation Resources, which can help you get in the right mindset, prepare questions, ease any jitters, give you a leg up amongst other applicants, and more. As we partner with you on your job search, effective interview preparation can really have a positive influence on getting an offer. [Check out all of our Apex Career Resources here!](#)

Here are 4 of our top interview preparation resources:



https://mail.proton.me/u/2/all-mail/V/Fx4t863W_6O-q-FHuP6JAjg0Gzq-hZH4DVJH4MAd_cJUALWFWdQJw61sVD0UEVFFK3i6R-Mc26qBQ=/... 1/3

7/25/23, 11:25 AM

(9806) All mail | surfsql@protonmail.com | Proton Mail

10/31/23, 8:42 PM

(10026) All mail | surfsol@protonmail.com | Proton Mail

Re: Finished assignment

From Mehak Delawalla <mdelawalla@apexsystems.com>
To surfsol@protonmail.com
Date Thursday, September 23rd, 2021 at 5:33 PM

Thanks! Sorry they have one more request for the code. Will send you the instructions.

Sent from my iPhone

On Sep 23, 2021, at 1:14 PM, surfsol <surfsol@protonmail.com> wrote:

They can just see it here on my github : https://github.com/Surfsol/YouTube_Stream

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Thursday, September 23rd, 2021 at 1:56 PM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:

https://mail.proton.me/u/2/almost-all-mail/twk9HgDDGGxDdVY3sToNAyn8TzpJL9CNRMain_UT8dSkRub1vfwje6nllizRpcPDalyc6mG4-RSC4gsJOel9yQ==/e4O60p17Ylu8N5KFgAZ7psrB8JjDibK8TE... 1/10

10/31/23, 8:42 PM

(10026) All mail | surfsol@protonmail.com | Proton Mail

Yes so they accepted the invite and still having trouble accessing it. Could you please send it another way?

Thanks!

Mehak

Mehak Delawalla | Professional Recruiter | Apex Systems

Mobile: 310-382-0855

From: surfsol <surfsol@protonmail.com>
Sent: Wednesday, September 22, 2021 1:29 PM
To: Mehak Delawalla <mdelawalla@apexsystems.com>
Subject: RE: Finished assignment

Ask them if they accepted the invite. If they did and they cannot view it, I can send it to them another way.

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Wednesday, September 22nd, 2021 at 2:26 PM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:

Exhibit F
page 56

https://mail.proton.me/u/2/almost-all-mail/twk9HgDDGGxDdVY3sToNAyn8TzpJL9CNRMain_UT8dSkRub1vfwje6nllizRpcPDalyc6mG4-RSC4gsJOel9yQ==/e4O60p17Ylu8N5KFgAZ7psrB8JjDibK8TE... 2/10

Mehak Delawalla | Professional Recruiter | Apex Systems

Mobile: 310-382-0855

From: surfsol <surfsol@protonmail.com>
Sent: Wednesday, September 22, 2021 1:26 PM
To: Mehak Delawalla <mdelawalla@apexsystems.com>
Subject: RE: Finished assignment

I just resent the invitations.

You can see the attached pdf.

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Wednesday, September 22nd, 2021 at 2:13 PM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:

Ian and Oscar are trying to view it put need permission to access. Can you grant that?

Mehak Delawalla | Professional Recruiter | Apex Systems

Mobile: 310-382-0855

https://mail.proton.me/u/2/almost-all-mail/twk9HgDDGGxDdVY3sToNAyn8TzpJL9CNRMain_UT8dSkRub1vwje6nllizRpcPDalyc6mG4-RSC4gsJOel9yQ==/e4O60p17Ylu8N5KFgAZ7psrB8JjDibK8TE... 3/10

10/31/23, 8:42 PM (10026) All mail | surfsol@protonmail.com | Proton Mail

From: surfsol <surfsol@protonmail.com>
Sent: Wednesday, September 22, 2021 10:25 AM
To: Mehak Delawalla <mdelawalla@apexsystems.com>
Subject: Finished assignment

Hello,

I sent you this email, very early in the morning. Just making sure you did not miss it.

I have updated the project, to create a bridge with React-Native and Kotlin.

https://bitbucket.org/surfsol/youtube_stream_kotlin/admin/access

I added the emails to the bitbucket as well.

Thanks,

Russell

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Wednesday, September 22nd, 2021 at 4:07 AM, surfsol <surfsol@protonmail.com> wrote:

Hello,

10/31/23, 8:42 PM

(10026) All mail | surfsol@protonmail.com | Proton Mail

I have updated the project, to create a bridge with React-Native and Kotlin.

https://bitbucket.org/surfsol/youtube_stream_kotlin/admin/access

I added the emails to the bitbucket as well.

Thanks,

Russell

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Tuesday, September 21st, 2021 at 3:47 PM, surfsol <surfsol@protonmail.com> wrote:

I could answer most of the interview questions, which were about react and javascript. However, he expected the homework assignment to be partially done in kotlin, Objective C or Java. I thought that was just a bonus part of the project.

He said, they are looking for someone who knows React and some of the other languages.

Sent with [ProtonMail](#) Secure Email.

https://mail.proton.me/u/2/almost-all-mail/twk9HgDDGGxDdVY3sToNAyn8TzpJL9CNRMain_UT8dSkRub1vfwje6nllizRpcPDalyc6mG4-RSC4gsJOel9yQ==/e4O60p17Ylu8N5KFgAZ7psrB8JjDibK8TE... 5/10

10/31/23, 8:42 PM

(10026) All mail | surfsol@protonmail.com | Proton Mail

----- Original Message -----

On Tuesday, September 21st, 2021 at 3:43 PM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:

Could you answer the questions they were asking or no because they said they were looking for kotlin and objective c

Mehak Delawalla | Professional Recruiter | Apex Systems

Mobile: 310-382-0855

From: surfsol <surfsol@protonmail.com>

Sent: Tuesday, September 21, 2021 2:41 PM

To: Mehak Delawalla <mdelawalla@apexsystems.com>

Subject: Re: Check out these Resources from Apex!

Hi Mehak,

Thanks for getting me the interview, however, I don't think it went well. I was told they are looking for people with experience in Kotlin and Objective C.

If you come across any React, React-Native and or Node.js opportunities. Please let me know.

Thanks,

Russell

Exhibit F
page 58

https://mail.proton.me/u/2/almost-all-mail/twk9HgDDGGxDdVY3sToNAyn8TzpJL9CNRMain_UT8dSkRub1vfwje6nllizRpcPDalyc6mG4-RSC4gsJOel9yQ==/e4O60p17Ylu8N5KFgAZ7psrB8JjDibK8TE... 6/10

Applicant Take-home Test for DirecTV Disrupters' Team

Create a simple REST API consuming frontend with a menu list of videos to stream and when you click one, it shows a streaming video player with controls and a back button to go back to the menu page.

Use React Native with React Navigation v6 for switching pages and Flexbox for layout. Then build part of it in Kotlin or Objective C and write a bridge to make it work in React Native. Then write a simple Jest unit test and have Jenkins trigger that test whenever you push to master branch on your repo.

Bonus: have Jenkins trigger an email if the test passed or failed.

Use the Youtube Streaming Video API for content:

<https://developers.google.com/youtube/v3/live/getting-started>

To submit your code, either upload it to a PRIVATE BitBucket repo and add ih143f@us.att.com and oscar.montoya@directv.com with Read Access or email it in a zip file to your recruiter to share with us (do not include your node modules folder).

npx pod-install ios

pod install

** in order to run these commands the project would have needed to be started in XCode on a mac. If its necessary for me to use a mac, I will get one.

Thanks,

Russell

they would link [r](#).

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Tuesday, September 28th, 2021 at 2:20 PM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:

Hi!

Just need to build iOS counterpart and then if you could zip it and resend as Ian is having trouble accessing it. Basically, Oscar just wants to see if you were able to use android and iOS.

Thanks!

Mehak

Mehak Delawalla | Professional Recruiter

Apex Systems

Mobile: 310-382-0855 | Office: 310-421-2384

mdelawalla@apexsystems.com | www.apexsystems.com | [Privacy Policy](#)



Connect with me on [LinkedIn](#)

Note from Oscar on iOS portion

From Mehak Delawalla <mdelawalla@apexsystems.com>
To surfsol@protonmail.com
Date Wednesday, September 29th, 2021 at 4:30 PM

Hi Russell!

Here is a note from Oscar on iOS portion of the project.

Those changes are the pure JavaScript side not Native code.. I am interested in seeing if he can do native code not being his subject. We already know his level on the JavaScript / Typescript. I want to see how he stretches himself on new technologies. He did the Android part. Not the IOS.

Mehak Delawalla | Professional Recruiter

Apex Systems

Mobile: 310-382-0855 | Office: 310-421-2384

mdelawalla@apexsystems.com | www.apexsystems.com | [Privacy Policy](#).



Connect with me on [LinkedIn](#)

Exhibit J
page 61

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10/31/23, 8:58 PM (10026) All mail | surfsol@protonmail.com | Proton Mail

From surfsol@protonmail.com <surfsol@protonmail.com>
To **Mehak** Delawalla <mdelawalla@apexsystems.com>
Date Thursday, September 30th, 2021 at 6:16 PM

██████████ Ave.
██████████ 297

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Thursday, September 30th, 2021 at 5:58 PM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:

https://mail.proton.me/u/2/almost-all-mail/wcdtidoWTBtGCG8aPBF5Ym4AGbY5a7jp_P1-Jv3cprgMIRbC_DQJS_DKZujFsmQTtVYe7bWS-2sfD3WCgqXkEQ==/JjcvikYCARAwsaLdHdDpeUcMGgqKVQ... 1/3

10/31/23, 8:58 PM

(10026) All mail | surfsol@protonmail.com | Proton Mail

Hi,

Please send me your address for the contract!

Thanks!

Mehak

Mehak Delawalla | Professional Recruiter

Apex Systems

Mobile: 310-382-0855 | Office: 310-421-2384

mdelawalla@apexsystems.com | www.apexsystems.com | [Privacy Policy](#)



► Learn more about what sets us apart in the industry in our [Year in Review](#)

Connect with me on [LinkedIn](#)



2100 E Grand Ave El Segundo, CA 90245
Tel: 310-421-2384 Fax: 310-421-2385
E-Mail: losangeles@apexsystems.com

09/30/2021
Russell Terry

Re: Employment Offer

Dear Russell Terry,

Apex Systems would like to extend you an offer for the React Native at AT&T/DirecTV position. The position is paying our previously agreed upon rate of \$ 60 pay rate per/hour.

This offer is contingent upon your acceptance and signature of the Apex Systems Contract Employee Agreement (copy enclosed) and any other lawful requirements specified by AT&T/DirecTV, such as employment verification, security clearances, drug testing

Additionally, this offer is made with the explicit understanding that the length of the assignment is subject to the will of AT&T/DirecTV, and as such, is not to be construed as a guarantee of initial or continued employment.

If you have any questions, please contact me at 310-421-2384!

Thank you and congratulations,

DocuSigned by:

Matthew Cheney

1471763EC58D4E9...

Matthew Cheney
Managing Director
Apex Systems, LLC

Please signify your acceptance of this offer letter:

Signature

Date

From Mehak Delawalla <mdelawalla@apexsystems.com>
To surfsol@protonmail.com
Date Friday, October 1st, 2021 at 11:23 AM

Yes need to be in US for this job because they provide equipment and VPN doesn't connect outside the US. Double checked with them

Sent from my iPhone

> On Oct 1, 2021, at 6:52 AM, surfsol <surfsol@protonmail.com> wrote:
>
> Hi,
>
> I see there is a drug test. I am in Brazil right now. Do I need to be in the US to do this job?
>
> Sent with ProtonMail Secure Email.
>
> ----- Original Message -----
>
>> On Thursday, September 30th, 2021 at 8:54 PM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:
>>
>> Perfect! Let me know if you have any questions!
>>
>> Mehak Delawalla | Professional Recruiter | Apex Systems
>>
>> Mobile: 310-382-0855
>>
>> -----Original Message-----
>>
>> From: surfsol surfsol@protonmail.com
>>
>> Sent: Thursday, September 30, 2021 4:47 PM

https://mail.proton.me/u/2/almost-all-mail/EJCXgD82lq4oSFbkkO2fNbt63SGaS8TaVZVIZPA7YAvs2Th0uY1_5BD92_GExokR48v8SJbIrpntWksJN-REOQ==/Najj321W2gRzqReHsoJLZChPHbi5fOnZoJ... 1/2

10/31/23, 9:13 PM (10026) All mail | surfsol@protonmail.com | Proton Mail

>>
>> To: Mehak Delawalla mdelawalla@apexsystems.com
>>
>> Subject: Re: Contract and BG check have been launched
>>
>> Got it, Thanks!
>>
>> Sent with ProtonMail Secure Email.
>>
>> ----- Original Message -----
>>
>>> On Thursday, September 30th, 2021 at 8:28 PM, Mehak Delawalla mdelawalla@apexsystems.com wrote:
>>>
>>> Hi!
>>>
>>> Let me know if you haven't gotten the contract or BG check!
>>>
>>> Thanks!
>>>
>>> Mehak
>>>
>>> This e-mail communication (including any attachments) may contain confidential information intended solely for the use of the intended recipient. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying or other use of this communication (or its attachments) is strictly prohibited.
>>
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My Dashboard > Client Forms Packet

- ☒ Profile
- ☒ Important Documents
- ☒ **Appendix I - Confidentiality and Invention Agreement**
- ☒ Appendix Y - Agreement Regarding Non-Employment Status with AT&T
- ☐ eSign Forms

Appendix I - Confidentiality and Invention Agreement

This Agreement ("Agreement") date is made by the individual named below ("I" or "me"), who is engaged to perform work at

Insert name of AT&T company that worker will be doing work for: *

Insert name of AT&T company that worker will be doing work for: is required

, as a worker of Apex Systems ("Supplier") under the terms and conditions of the agreement named below, between Supplier and AT&T Mobility .

I. Background

I have been engaged by Supplier to provide services to AT&T Company. I may be hired by Supplier as a full or part-time employee, a temporary worker, or as an independent contractor

II. Information. I agree and understand that the term "Information" means any technical, customer or business information in written, graphical, oral or other tangible or intangible forms, including but not limited to, specifications, records, data, computer programs, tax returns, tax workpapers, drawings, models and secrets which AT&T Company may have in its possession or be legally obligated to keep confidential. I understand that during the course of my work at AT&T Company, I may have access to Information that belongs to AT&T Company, its customers or other parties, or may be subject to privacy laws and laws regarding secrecy of communications, and that unauthorized disclosure of such Information may be harmful or prejudicial to the interests of AT&T Company. I agree not to disclose, copy, publish, or any way use, directly or indirectly, such Information for my purposes or the purposes of others, unless such disclosure or use is expressly authorized in writing by AT&T Company. I agree to keep such Information in a secure environment to prevent the inadvertent disclosure of such Information to others. I acknowledge and agree that all such Information remains the exclusive property of AT&T Company and I agree not to remove such Information from AT&T Company's possession or premises by physical removal or electronic transmission unless I have written authorization from AT&T Company to do so.

III. Innovations

1. I understand that during and incident to my work at AT&T Company, I may create inventions, discoveries, improvements, computer or other apparatus programs, and related documentation and other works of authorship ("Innovations"), whether or not patentable, copyrightable, or subject to other forms of legal protection. I assign to AT&T Company all of my rights, title and interest (including rights in copyright) in and to all Innovations I make, create or develop, either solely or jointly with others, during my work at AT&T Company for which Supplier was paid by AT&T Company for my work or for which I used AT&T Company's materials or facilities. I agree that the above assignment is binding upon my estate, administrators, or other legal representatives or assigns.

2. I agree to promptly notify AT&T Company of all such Innovations. Whenever requested by AT&T Company, I shall promptly execute, without additional compensation, any and all instruments which AT&T Company may deem necessary to assign and convey to AT&T Company all of my rights, title and interest in and to all such Innovations. In addition, I agree to assist AT&T Company in preparing copyright or patent applications and to execute such applications and all documents required to obtain copyrights or patents for such Innovation, all at AT&T Company's expense including compensation to me at the rates specified in the agreement named below. I agree that my obligation to execute such instruments shall continue after the expiration of my work with AT&T Company.

3. THIS AGREEMENT DOES NOT APPLY TO ANY INVENTION MADE IN THE STATE OF KANSAS FOR WHICH NO EQUIPMENT, SUPPLIES, FACILITIES OR TRADE SECRET INFORMATION OF AT&T COMPANY WAS USED AND WHICH WAS DEVELOPED ENTIRELEY ON MY OWN TIME, UNLESS (1) THE INVENTION RELATES TO THE BUSINESS OF THE AT&T COMPANY OR THE AT&T COMPANY'S ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OR (2) THE INVENTION RESULTS FROM ANY WORK PERFORMED BY

Send A Message

Exhibit N
page 65

ME FOR
AT&T COMPANY. THIS AGREEMENT DOES NOT APPLY TO AN INVENTION MADE IN CALIFORNIA
WHICH
QUALIFIES FULLY UNDER THE PROVISIONS OF CALIFORNIA LABOR CODE SECTION 2870. Section III,
Paragraphs 1
and 2 do not apply to any Innovation which, under the provisions in the Agreement named below, is to be other than
the sole and
exclusive property of AT&T Company; the title provisions of said agreement apply to any such above Innovation.

IV. Administrative Terms

1. This Agreement shall be effective as of the date executed below, and shall remain in effect notwithstanding my
termination of
employment with Supplier or termination of my work at AT&T Company.
2. In the event that any provision of this Agreement is held to be invalid or unenforceable, then such invalid or
enforceable
provisions shall be severed, and the remaining provisions shall remain in full force and effect to the fullest extent
permitted by
law.

Full Name: Russell Terry

Social Security Number [REDACTED]

Address [REDACTED] Gilbert AZ [REDACTED]

I have read, understand and agree to abide by this Agreement. *

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Contact Support

1-866-357-4358



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Update on Start Date

From Mehak Delawalla <mdelawalla@apexsystems.com>

To surfsol@protonmail.com

Date Friday, October 8th, 2021 at 12:51 PM

Hi Russell!

Can you please give me a call when you get a chance at 310 382 0855?

Thanks!

Mehak

Sent from my iPhone

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+1 310-382-0855



Friday, October 8, 2021

12:58 PM
Missed call

+13103820855, 12:59 PM



Hi Russell it's Mehak

Just give me a call when you get a chance

Just wanted to get update from your on start date

1:44 PM
Call 4m 58s

Monday, October 11, 2021

12:05 PM
Missed call

+13103820855, 12:28 PM



Hi Russell! It's Mehak! So directv sent over the laptop to the Arizona address even though we told them to hold off. Is anyone there or trying to see if we can just have them hold the equipment at a FedEx local to the area. Please let me know

4:09 PM
Call 6s

4:10 PM
Call 1m 45s

Exhibit P
page 68

Re: 774926544400

From Mehak Delawalla <mdelawalla@apexsystems.com>

To surfsol@protonmail.com

Date Tuesday, October 12th, 2021 at 9:57 AM

Ok will take time to get that requested so if I'm the meantime you can check and see with anyone in the neighborhood maybe if it's still there.

Sent from my iPhone

> On Oct 12, 2021, at 5:46 AM, surfsol <surfsol@protonmail.com> wrote:

>

> I am not sure about that. I will try, but the best thing to do now, is to have fed ex go back out there and pick up the package where they left it.

>

> Sent with ProtonMail Secure Email.

>

> ----- Original Message -----

>

>> On Tuesday, October 12th, 2021 at 9:04 AM, Mehak Delawalla <mdelawalla@apexsystems.com> wrote:

>>

>> Yes they sent a laptop without requiring a signature. Is there any neighbors or anyone you can ask to see. It was definitely delivered

>>

>> Sent from my iPhone

>>

>>> On Oct 12, 2021, at 4:13 AM, surfsol surfsol@protonmail.com wrote:

>>>

>>> Hi,

>>>

>>> No one was at the house to receive the package. The only details on the website is that the package was delivered and did not require a signature. Are you sure they sent a laptop without requiring a signature?

>>>

>>> Sent with ProtonMail Secure Email.

>>>

>>> ----- Original Message -----

>>>

>>>> On Monday, October 11th, 2021 at 4:11 PM, Mehak Delawalla mdelawalla@apexsystems.com wrote:

>>>>

>>>> Tracking number: 774926544400

>>>>

>>>> Sent from my iPhone

>>>>

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Invite to Skype

Invite to Skype to call for free

Receiving unwanted calls or SMS?

[Block +13103455183](#)

Tuesday, October 12, 2021

11:52 PM

Missed call

+13103455183, 11:53 PM



Terry this is John Goulding from DIRECTV. please call me ASAP 310-345-5183

Wednesday, October 13, 2021

12:19 PM

Call declined

12:19 PM

Call declined

to +1 310-345-5183 via Skype

160 | \$0.112  \$7.97

RE: Please call - APEX?DIRECTV

From Mehak Delawalla <mdelawalla@apexsystems.com>
To Kim Chu <kchu@apexsystems.com>, surfsol@protonmail.com
Date Wednesday, October 13th, 2021 at 3:52 PM

Russell,

What is the best window of time to schedule for pick up?

Mehak Delawalla | Professional Recruiter | Apex Systems

Mobile: 310-382-0855

From: Kim Chu <kchu@apexsystems.com>
Sent: Wednesday, October 13, 2021 11:29 AM
To: surfsol <surfsol@protonmail.com>
Cc: Mehak Delawalla <mdelawalla@apexsystems.com>
Subject: Re: Please call - APEX?DIRECTV

We can email her a shipping label to send everything back and schedule a UPS or FedEx pick up for her. She just needs to seal the package.

Sent from my iPhone

On Oct 13, 2021, at 11:24 AM, surfsol <surfsol@protonmail.com> wrote:

Kim,

She is old and has health issues.

What other information do you need in order to email her a shipping label??

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Wednesday, October 13th, 2021 at 3:01 PM, Kim Chu <kchu@apexsystems.com> wrote:

Is this your neighbor, can you please help contact them as well? She opened the package yesterday and seemed confused.

Mehak – have you tried reaching Loujuana?

Kim Chu

Cell: 714-883-8527

From: surfsol <surfsol@protonmail.com>
Sent: Wednesday, October 13, 2021 10:59 AM
To: Kim Chu <kchu@apexsystems.com>
Subject: RE: Please call - APEX?DIRECTV

 (phone redacted)

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Wednesday, October 13th, 2021 at 2:55 PM, Kim Chu <kchu@apexsystems.com> wrote:

Hi Russell,

Loujuana has the laptop I believe, but we need it shipped back. Please assist with that. Do you have a phone number?

Is that address your residence?

Thank you!

Exhibit S
page 72

Kim

Kim Chu

Cell: 714-883-8527

From: surfsol <surfsol@protonmail.com>
Sent: Wednesday, October 13, 2021 10:45 AM
To: Kim Chu <kchu@apexsystems.com>
Subject: Re: Please call - APEX?DIRECTV

Hi Kim,

When you make the label please email it to: loujuana 1000@gmail.com

I am traveling at the moment.

I am not able to call at the moment.

Tracking # 774926544400

address:

 Gilbert, AZ

Any additional info needed?

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Wednesday, October 13th, 2021 at 2:41 PM, surfsol <surfsol@protonmail.com> wrote:

Exhibit S
page 73

Hi Kim,

I am not able to call at the moment.

Tracking # 774926544400

address:

[REDACTED] E [REDACTED] Ave [REDACTED], AZ

Any additional info needed?

Sent with [ProtonMail](#) Secure Email.

----- Original Message -----

On Wednesday, October 13th, 2021 at 12:40 PM, Kim Chu <kchu@apexsystems.com> wrote:

Hi Russell,

I'm the Account Manager for DIRECTV. I need to talk to you directly. Can you please give me a call at 714-883-8527. I need some clarification on your address and the laptop that was shipped to you.

Thank you!

Kim

Kim Chu | Account Executive

Apex Systems

2100 East Grand Ave., Suite 525, El Segundo, California 90245

Cell: 714-883-8527 | Office: 310-421-2384

kchu@apexsystems.com | www.apexsystems.com | [Privacy Policy](#)

<image001.png>

Exhibit S
page 74

9/15/23, 9:59 AM

(10136) All mail | surfisai@protonmail.com | Proton Mail

RE: Shipping Label for DirectTV

From Kim Chu <kchu@apexsystems.com>
To Mehak Delawalla <mddelawalla@apexsystems.com>, Loujuana1000@gmail.com
CC surfisai@protonmail.com
Date Wednesday, October 13th, 2021 at 5:48 PM

Loujuana – can you please confirm receipt of this shipping label by replying to this email.

Thanks!
Kim

Kim Chu
Cell: 714-883-8527

From: Mehak Delawalla <mddelawalla@apexsystems.com>
Sent: Wednesday, October 13, 2021 12:39 PM
To: Loujuana1000@gmail.com
Cc: surfisai <surfisai@protonmail.com>; Kim Chu <kchu@apexsystems.com>
Subject: Shipping Label for DirectTV

Attached is the **UPS Shipping Label** for **Loujuana Terry**. Tracking information will be towards the bottom of this email. Kim will receive a confirmation email from UPS when the shipment has been delivered.

https://mail.proton.me/u/2/all-mail/a/Y94mbuYrncdW6NRm0UqPhX6GYSk38NmWOpba85-mc-XQ8L-Y8g_SjpP1YvTT_AEDYPGTvTRCO26eUQ==/mLfpXJKSx1VjY5z3FHIB8_df8E4HMK9Asy... 1/3

9/15/23, 9:59 AM

(10136) All mail | surfisai@protonmail.com | Proton Mail

The contents inside should be protected using bubble wrap, or something similar so they do not shift during transit.

The **shipping label** will need to be printed, folded in half, and adhered to the box.

Tracking Information:

Tracking Number: 1ZF16W830195495809
Pickup Request Number: **29CNUQIE6C**
Pickup Time: **Thursday 10/14, Between 8:00AM-12:00PM**
Pickup Location: Front Door, 3035 E Athena Ave, Gilbert AZ 85297
Service: UPS Next Day Air

You can check the Pickup Status [here](#).

Mehak Delawalla | Professional Recruiter
Apex Systems
Mobile: 310-382-0855 | Office: 310-421-2384
mddelawalla@apexsystems.com | www.apexsystems.com | [Privacy Policy](#)



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https://mail.proton.me/u/2/all-mail/a/Y94mbuYrncdW6NRm0UqPhX6GYSk38NmWOpba85-mc-XQ8L-Y8g_SjpP1YvTT_AEDYPGTvTRCO26eUQ==/mLfpXJKSx1VjY5z3FHIB8_df8E4HMK9Asy... 2/3

linkedin.com/in/daniel-morales-s96/

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Experience

Senior Software Engineer
AT&T · Full-time
Jul 2021 - Present · 2 yrs 4 mos

As a Software Engineer at AT&T, I lead a team of 5 engineers and manage SCRUM, Jira, sprint planning, and biweekly demo to stakeholders. I developed the DIRECTV streaming platform for iOS, Android, and web platforms, and implemented the live guide in Typescript and React Native. I also implemented a video streaming popup feature allowing users to switch screens without interrupting their content, resulting in a 60% increase in "Duration of Views". I utilized AWS, Node.js, Typescript, React, React Native, Docker, Jenkins, GraphQL, and clean architecture.

Skills: AWS Lambda · Version Control · Software Development · Web Applications · Mobile Applications · Object-Oriented Programming (OOP) · JavaScript · React.js · React Native · Redux.js · Node.js · Amazon Web Services (AWS) · HTML · TypeScript

linkedin.com/in/lhafkenschiel/

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Skills: Recruiting · React Native · React.js · Leadership · Full-Stack Development

Senior React Native Developer
DIRECTV · Full-time
May 2021 - Jul 2023 · 2 yrs 3 mos
Remote · Remote

Converting DirectTV Stream from Angular and React Native Mobile to React Native for Web. Starting as a single person R&D project, launched as the production DirectTV Stream web app to replace the existing Angular web app and helped train Angular team members to crossover onto the new React Native Web team. Ad and Analytic Reporting (Comscore, Adobe Heartbeat, Nielsen, New Relic, etc.).

Leading development team in migration of DTV Everywhere into DTV Stream. Accessibility support for DTVE. Spearheaded transition to component driven development using Storybook (being used as a proof of concept for the whole company).

Worked on ATT.tv (DirectTV Stream) app in React Native for Web and converted into Tizen for Samsung Smart TVs with Webpack. Subject matter expert in React Navigation - upgrading from v2 to v5. Recruited 2 team members from my last startup Seedstages. Managed Jira tasks, 2x weekly team standup meetings, pull request reviews, writing interview tests and running interviews in addition to daily coding.

Skills: React Native for Web · React Native